

Table of Contents

Introduction and Summary	2
Scope of Services	8
Staffing Requirements	9
Operations	27
Performance Standards	32
Complaints	46
Accidents and Incidents	47
Safety and Training	48
Reporting Requirements.....	51
Emergency Procedures or Declarations.....	56
Funding Requirements.....	57
Marketing.....	58
Meetings	58
RouteMatch Scheduling System	58
Vehicles	60
Telephones.....	67
Drug and Alcohol Testing	69
Liquidated Damages	71
County Responsibilities	73
Submittal Requirements	75
Exhibit A: County Vehicle List	80

STATEMENT OF WORK

TRANSPORTATION OPERATOR

Lake County Public Transportation Fixed Route and Paratransit Program for the Lake County Public Transportation Division

Introduction and Summary

The purpose of this solicitation is to establish a contract for herein-specified the County's Public Transportation service consisting of fixed route and paratransit services. Proposers are required to identify costs separately. The selected contractor will be reimbursed in the following manner:

1. By the trip for paratransit trips.
2. By the hour for stretcher trips.
3. By the scheduled revenue hour for fixed route. (Revenue hours will be scheduled in advance by the County),
4. By the hour for the deviated fixed route.
5. By the hour for emergency-related standby and/or other related transportation services.

Generally

The Contractor shall perform the services identified herein for the County. Any and all services provided by the Contractor shall be in compliance with the requirements of Chapter 427, Florida Statutes, Rule 14-90, Florida Administrative Code, Rule 41-2, Florida Administrative Code, any federal, state or local grants that fund the service, and in conformance with local and sponsoring agency requirements, policies, procedures and standards as prescribed by the County.

Additionally, the Contractor shall also comply with the applicable provisions of the master agreement between the County and the Federal Transit Authority (FTA), as well as comply with all applicable provisions of the following agencies:

1. Florida Department of Transportation (FDOT).
2. The Commission for Transportation Disadvantaged (CTD).
3. The Agency for Health Care Administration (ACHA).
4. The Agency for Persons with Disabilities (APD).

5. Mid-Florida Community Services.
6. Any other agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in their respective agreements with the County, and as they may be amended or promulgated from time to time during the term of this contract.

Contractor's failure to so comply shall constitute a material breach of this contract.

A copy of the master agreement with the FTA will be made available to Contractor upon request.

In the event of a conflict between the statutes, administrative code, local sponsoring agency requirements, policies, procedures, standards, or the master agreement with the FTA, the more stringent requirement shall apply, as determined by the County, in the County's sole discretion.

The Contractor shall cooperate with the County in monitoring service through activities such as customer surveys, quarterly contract compliance reviews, quarterly System Safety Program Plan compliance reviews, and quarterly Quality Assurance and Management Reviews. All Contractor staff must be fully cooperative in all interactions with the County

Service in Lake County is currently provided by MV Transportation under contract to the Lake County Board of County Commissioners (BCC). The Lake County Board of County Commissioners also serves as the Community Transportation Coordinator for Lake County, pursuant to Chapter 427, Florida Statutes.

The County administers and coordinates fixed route services and several different types of paratransit and non-emergency stretcher transportation programs for residents and visitors of Lake County. The Contractor will assist County by managing and operating the services required under each of these programs.

Types of Services Provided

The following types of services are currently administered by the County through the Lake County Public Transportation Division :

1. **Fixed Route:** LakeXpress is the County's fixed route that serves the urbanized areas of Lake County consisting of the Villages, Lady Lake, Fruitland Park, Leesburg, Tavares, Eustis, Altoona, Umatilla and Mount Dora and portions of Orange County including the communities of Tangerine and Zellwood.

A summary of the routes are as follows:

Route 1: Route 1 has four blocks (buses). Route one is a Cross County Connection and travels primarily West to East from Spanish Springs Station in the Villages to Eustis. Route 1 meets the Sumter County busses in the Villages. Going south it connects to Route 2 at Citizens Boulevard and US 27 in Leesburg. Users can transfer from Route 1 to Route 2 or continue on Route 1. All transfers are free.

Route 1 departs Citizens Boulevard and heads east to Eustis. It provides service to major facilities such as Lake Square Mall, Lake Sumter State College, Florida Hospital Waterman, and provides transfers to Route 3 at Eustis Square (shopping plaza) on Ardice Street. Route 1 continues northeast through major portions of Eustis including the downtown area and the Eustis Community Center.

Route 2: The Leesburg Circulator serves the major activity centers in Leesburg. Its boundaries are north to Wal-Mart on US 27 at the Leesburg/Fruitland Park City limits, south to SR 44, then east to Leesburg Regional Medical Center, then west to CR 468.

Route 3: The Mount Dora Circulator travels through Mount Dora on a 14.3 route mile loop. The boundaries are northeast to Limit Avenue, south to Camp Avenue, west to Donnelly Street (including historic downtown), and east to Wardell Street.

Route 4: The Zellwood Connector, was initiated on July 1, 2009 and provides service every 120 minutes from the Altoona Post Office on SR 19 to the community of Zellwood on US 441. This service links major population centers in Umatilla, Eustis and Mount Dora to Zellwood and connects to LYNX Route 44 in Orange County. A significant transit-dependent population lives along this corridor, and this service offers the potential of attracting current paratransit patrons to the fixed-route service. Ridership on this route has more than tripled since initiation

The service hours are from 6:00 a.m. to 8:00 p.m., Monday through Friday. Routes 1-3 operate on a one-hour headway schedule. Route 4 operates on a two-hour headway.

No additional buses are required for peak hours. The Fixed Route service is provided by a fleet of thirty foot (30') vehicles consisting of Blue Bird, Eldorado and International vehicles.

The paratransit (PT) fleet is comprised of an assortment of passenger vehicles. All vehicles are owned and maintained by the County.

2. ADA Complementary Paratransit Service: This service is provided by the County as required by U.S. Department of Transportation (USDOT) regulations implementing the Americans with Disabilities Act of 1990 (ADA). As required by these regulations (49 CFR Parts 27, 37 and 38), individuals with disabilities who are unable to use the fixed route system and who are determined "ADA Paratransit Eligible" by the County are eligible to use this service.

Information about customer eligibility shall be maintained by the Contractor in a master customer file. ADA customer eligibility information is therefore easily accessed as part of the automated reservations and scheduling process.

ADA Service is provided on a "next-day" basis and during all days and hours that the LakeXpress fixed route service is operated. ADA service is provided along the fixed route corridor. A distinction is made between trips with origins and destinations that are within three quarters (3/4) of a mile of a fixed route and those with origins and destinations outside the fixed route area.

All types of trip purposes are served, without prioritization, under the ADA program, and the service must be operated without "capacity constraints" as detailed in the regulations.

3. Transportation Disadvantaged (TD) Service: This service is provided using funding made available to the County by the Florida Commission for the Transportation Disadvantaged (CTD) under Chapter 427, Florida Statutes. Certain seniors, persons with disabilities, low-income individuals, and others who meet the definition of “transportation disadvantaged” under Chapter 427, Florida Statutes, are eligible to use this service.

The Contractor makes determinations of TD eligibility and maintains this eligibility information as part of a master customer file. TD customer eligibility information is therefore easily accessed as part of the automated reservations and scheduling process.

Service policies, including trip purposes, days and hours of service, service area, fares, and other policies are established through the Transportation Disadvantaged Local Coordinating Board (TDLCB) and detailed in contracts that the County has with the Florida CTD.

Currently, TD funding is used to provide trips for TD eligible customers who are not ADA Paratransit Eligible who are traveling outside of the fixed route area (defined as $\frac{3}{4}$ mile corridors around all fixed routes). Because TD funding is limited, requests are served on a first-come, first-served basis and are prioritized as follows: (1) Medical, (2) Nutritional.

4. Medicaid Non-Emergency Medical Transportation: The County also serves as the provider of Medicaid funded nonemergency medical transportation under a contract with the Florida CTD, the statewide broker of Medicaid transportation.

Under this program, transportation is provided to eligible Medicaid beneficiaries traveling to Medicaid approved programs and services. Transportation is provided throughout the county as well as to certain specialized medical and other Medicaid approved destinations outside of Lake County.

Information about Medicaid beneficiaries is maintained by the State Agency for Health Care Administration (AHCA). As part of the management and provision of services under this RFP, the Contractor will be required to check Medicaid beneficiary eligibility for requested transportation services as part of the trip reservations and scheduling process. Contractor will update the Medicaid eligibility records no less than monthly.

The Contractor must call a toll-free number or access an internet based application to check the most recent eligibility status if a trip request is received and the customer is not listed as eligible in the latest County database. Eligible customers under this program may be ambulatory, may use wheelchairs and require accessible vehicles, or may require transportation via a stretcher.

5. Non-Emergency Stretcher Transportation: Part of the Medicaid Non-Emergency Medical Transportation service involves the provision of transportation to eligible Medicaid beneficiaries who must travel on stretchers.

Non-emergency stretcher transportation is provided with vehicles specially designed to accommodate and secure customers using stretchers. Currently the County has two (2) vehicles that are used for stretcher transportation. The County is looking to replace those vehicles due to their age and mileage.

The County has a local ordinance for stretcher services that requires a driver plus an assistant, specially trained to provide stretcher transportation. As with the overall Medicaid transportation service, stretcher transportation is provided to eligible Medicaid beneficiaries traveling to Medicaid approved programs and services.

Stretcher transportation is provided throughout the county area as well as to certain specialized medical destinations outside the county. Stretcher transportation is door-through-door. Information about Medicaid beneficiaries who are to be transported by stretcher is to be maintained by the Contractor.

As part of the management and provision of services under this RFP, the Contractor will be required to check Medicaid beneficiary eligibility for requested transportation services as part of the trip reservations and scheduling process.

The Lake County contract with the Florida Commission for the Transportation Disadvantaged to provide Medicaid Non-Emergency Transportation includes the requirement to provide bariatric stretcher services when necessary. The Contractor may directly provide these bariatric services or contract with a provider who specializes in providing bariatric stretcher services.

6. Local Human Service Agency Transportation: The County also coordinates the provision of transportation with local human service agencies. These agencies have contracts with the County for the provision of specified customer transportation. Typically, the transportation purchased through the County involves ongoing group subscription transportation of customers to and from program sites. The local agencies identify the eligible customers, the desired arrival and pick-up times, and the program sites to be served. The contractor will be required to work with the local agencies involved in this type of service to arrange and provide the desired transportation.

7. Deviated fixed route: The County operates a deviated fixed route service that operates on Fridays and runs from Paisley to Deland. The service operates between the hours of 8:00 a.m. until 1:30 p.m.

Billing Priorities

Some customers may be eligible for multiple programs. When this is the case, the following rules apply for reporting and billing trips appropriately:

1. Trips to and from local agency programs as part of contracts between those agencies and County are always identified as local agency trips regardless of whether the customers have eligibility under other programs.
2. If trips are made by persons who are verified as Medicaid eligible beneficiaries to or from Medicaid approved programs or services, they are identified and billed as Medicaid non-emergency medical trips. Medicaid compensable trips are recorded and billed as such, even if the customer is also eligible under the ADA or TD programs. Stretcher trips are identified as one category of Medicaid service.

3. If customers are both ADA and TD eligible, trips within the ADA-defined ¾-mile service area are identified as ADA trips. Trips outside the ADA service area are recorded as TD trips.
4. In cases where dialysis patients are ADA and TD such clients should be considered TD first.
5. Trips by individuals who are only TD eligible are recorded as TD trips.

Hours, Miles and One Way Trips

	Actual	Actual	Actual	Projected	Projected
	FY2010	FY2011	FY2012	FY2013	FY2014
LakeXpress					
Actual/Projected Revenue Vehicle Hours	23,249	23,245	23,154	23,154	23,154
Actual/Projected Non-Revenue Vehicle Hours	1,188	1,174	1,172	1,172	1,172
Actual/Projected Revenue Vehicle Miles	384,653	396,443	412,188	412,188	412,188
Actual/Projected Non-Revenue Vehicle Miles	31,126	31,006	30,916	30,916	30,916
Actual/Projected Trips	232,794	257,721	296,969	296,969	296,969
Lake County Connection	Actual	Actual	Actual	Projected	Projected
Actual/Projected Revenue Vehicle Hours	112,276	109,505	101,876	101,876	101,876
Actual/Projected Non-Revenue Vehicle Hours	15,615	15,551	17,925	17,925	17,925
Actual/Projected Revenue Vehicle Miles	1,844,587	1,701,203	1,525,166	1,525,166	1,525,166
Actual/Projected Non-Revenue Vehicle Miles	368,172	376,756	371,925	371,925	371,925
Actual/Projected Trips	151,613	152,663	148,039	148,039	148,039
Source for 2010 & 2011 data above: NTD.					
Source for 2012 paratransit RouteMatch					
Source for 2012 fixed route local report					
No change for projected years					

Computer hardware

The County shall provide nine (9) computers that the Contractor may opt to use as well as sixty-seven (67) Galaxy Tablets. All other computer hardware will be provided by the Contractor. Such hardware shall be state-of-the-art and shall have the technical ratings and capabilities to fully utilize all of the functions of the Route Match system without causing delays in reservations, scheduling or dispatch operations for the full term of the Contract. The Contractor shall be responsible for the proper care and handling of all the County provided computer equipment.

Internet Services

The Contractor shall provide Internet services for the Route Match scheduling system. The Contractor may take advantage of any discount that the County receives for such services.

Fleet

The County's current inventory of vehicles used to support the subject services is at **Exhibit A**.

Media Inquiries

News media inquiries regarding bus service shall be forwarded to County for handling and replies. Contractor shall, however, designate an individual who is authorized to speak on behalf of the Contractor should such a resource or reference be needed, as determined by County.

Scope of Services

The Contractor shall provide the necessary staff to be able to meet the service needs for the County's transportation services. All service shall be in compliance with the applicable federal, state and local requirements.

The following are minimum service standards which shall be met or exceeded by the Contractor. The County reserves the right, without additional cost to the County, to require changes in staffing, operating procedures, service design or other aspects of the operation should the Contractor fail to meet these service standards for more than three (3) consecutive months.

Contractor shall provide timely and reliable transit services. This includes maintaining trip completion levels and on-time performance operating levels within the specified arrival and departure times. On-time performance will be closely monitored by County and will be computed on a monthly basis by the Contractor. County shall not be obligated to pay Contractor for trips not run.

Major schedule changes and alterations may be made annually to the Fixed Route service. Minor service changes may be made on an ongoing basis. Schedule changes shall be at the County's discretion. The County shall be responsible for the conceptual route creation process; however, the County will coordinate with the Contractor to develop routes, conduct timing studies, and assess general operating conditions for all new services proposed.

Should the Contractor fail to cooperate in making requested changes and/or continue to operate below these standards, the County will consider this a breach of contract and reserves the right to alter the service design, terminate the Contract, or implement any other changes necessary to ensure that quality and cost-effective service is provided.

All Proposers should therefore design and price their proposals to ensure that these minimum standards will be met or exceeded. Particular emphasis should be given to being able to attract

and maintain a quality, experienced workforce to be able to carry out all of the aspects of the required services.

Recruitment and retention of an adequate number of qualified experienced drivers, reservationists, dispatchers, schedulers and other staff must be considered. Adequate training and retraining of this staff and monitoring of performance and compliance with all service requirements are also paramount.

Contractor must submit a detailed transition plan and schedule to assume the operation of the system. This should include all activities necessary for the smooth operation of the fixed route and paratransit services.

Staffing Requirements

Contractor shall comply with the following staffing requirements:

1. Maintain sufficient office staff to perform all required administrative and operational activities; including but not limited to providing an adequate number of regularly scheduled and extra board drivers on all days of service to ensure 100% coverage of all scheduled runs plus same day service back-up as specified herein.
2. Bi-lingual English/Spanish personnel shall be available during all hours of operation.
3. Employee Qualifications Program – The Contractor shall list the qualifications and minimum employee standards for each operational position including CDL Class Requirements, criminal record standards, driver's license points, minimum driver age, and language barriers.
4. Provide an overall organizational chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations for the service proposed.
5. Provide an onsite General Manager who is authorized to make all day-to-day operational decisions and be available by telephone or other acceptable communication means twenty-four (24) hours a day, seven (7) days a week.
6. The Operator shall provide key management positions at a level and capability to oversee its functions and employees. The functions, roles and responsibilities of these positions are to be detailed by the Contractor. The four (4) key positions are the following:
 - a. The General Manager
 - b. Operations Manager
 - c. Road Supervisors (Fixed Route and Paratransit)
 - d. The Safety and Training Manager.

Management employees shall dress in business or business casual attire.

The County retains the right to review the Contractor's personnel policies and the list of personnel assigned to the Contract. In order to ensure continuity in administration of the contract, the Contractor shall not reassign person holding any of the four key positions without prior written approval of the County; provided, however, that the County shall not unreasonably withhold such approval. The County additionally retains the right to require the removal of any person holding any of the four (4) key management positions cited above without penalty if it is determined to be within the best interests of the County, in the County's sole discretion. This provision is not intended to create an employment relationship with the Contractor and shall not hamper in any way any employer/employee relationship between the Contractor and its management staff. Failure to fill a key position within thirty (30) days of a vacancy may subject the Contractor to a default under any resulting contract.

General Manager

The General Manager shall be the person in charge of all management and day-to-day operations of the Contractor. The General Manager shall demonstrate, by decision and action, competency in all aspects of the County's transportation service. The General Manager shall maintain consistent and sufficient contact and communications with the County. The General Manager shall have a minimum of five (5) years supervisory and managerial experience in public transportation services of a similar scope. The General Manager shall spend 100% of their time assigned to this County project. The contractor shall not without prior written notice to the County, remove or reassign the General Manager after execution of the Contract.

The Contractor shall notify the County in writing whenever the General Manager is scheduled for vacation or training. When the General Manager is out of the office he/she must provide the County with the name of the individual(s) who will assume responsibilities for the day to day operations during the General Manager's absence. Under no circumstances should the General Manager and Operations Manager be scheduled to be out of the office on vacation or leave at the same time.

The General Manager shall function as line supervisor of all project staff and manage accounts and operating records for the County service.

The General Manager shall be available for weekly meetings with the County to discuss operational, safety, performance and other issues relative to the operation of the program.

The General Manager shall be trained to be proficient in report generation and special report writing using the Route Match system and Crystal Reports.

At all times, the General Manager or a supervisor designated to act for the General Manager shall be available by telephone or in person to make decisions regarding day-to-day operations and shall be authorized to act on behalf of the Contractor regarding all matters pertaining to the transportation services provided under this Contract.

The General Manager shall be identified and a detailed resume shall be furnished in the respondent's proposal. This person shall be available to be interviewed by the Proposal Evaluation Team. If the respondent has not selected a proposed project manager as of the time of initial proposal submission, resumes of likely candidates shall be submitted. The County may give higher evaluation ratings to respondents proposing a specific named project manager for this work over those submitting several candidates.

Operations Manager

The Operations Manager will report directly to the General Manager and will be responsible for both Fixed Route and Paratransit operations. The Operations Manager will oversee the Safety and Training Manager, drivers and dispatchers. They are expected to understand the duties and requirements of each position. The Operation Managers will attend meetings with the County in the absence of the General Manager.

Fixed Route Road Supervisors

Two (2) Fixed Route Road Supervisors shall be in the field, covering the County's services at all times that there is a Fixed Route revenue vehicle in operation. A third Road Supervisor will be required should the County initiate Fixed Route service in South Lake. Road Supervisors need to be strategically located on the east side and west side of the County to respond to issues in a timely manner. Contractor should be aware there are approximately 147 route miles for the four (4) current routes.

Road Supervisors are responsible for managing and directing the activities of the vehicle operators including on-time performance, lift problems, fare issues, farebox problems, accident/incident investigation, assistance in disputes/incidents, determining and working with detours for the County's routes and additional duties as assigned. Each Road Supervisor must have full authority to independently make any decisions required for the safe and efficient operation of the service.

Road Supervisors will be required to evaluate employee's readiness and ability to perform scheduled work – ensuring that each employee is not experiencing any impairment that will impact their ability to safely operate a vehicle.

Road Supervisors must also monitor and respond to radio communications and communicate with operators, supervisors, and maintenance personnel concerning operations, service, safety and customer service issues.

Road Supervisors shall conduct on street supervision to assure routine monitoring of fixed route service, and shall provide on-site assistance to drivers and passengers in the entire service area.

Road Supervisors shall act as Transit Ambassadors and be available to passengers to address customer concerns. Road Supervisors must be available to transport passengers in the event of a breakdown, or other cause. If schedules require adjustment to address on-time performance

issues, Road Supervisors will inform Contractor's Management staff and this information will be conveyed to the County in an expedient manner.

Safety and Training Manager

Duties of a Safety and Training Manager cover everything from training drivers to reviewing accident/incident reports and conducting safety reviews. This position requires paratransit and fixed route experience, including behind-the-wheel training. The Safety and Training Manager must also understand traffic safety and the applicable provisions of the Americans with Disabilities Act (ADA).

Paratransit Road Supervisors

Paratransit Route Road Supervisors shall be in the field, covering the County's services at all times that there is a paratransit vehicle in operation. Road Supervisors are responsible for conducting site checks and road observations, documenting findings and providing necessary reports, conducting wheelchair securement and vehicle cleanliness checks on in-service vehicles, providing customer information, responding to accidents and incidents, as well as collecting all required information, assisting dispatch and operations staff in resuming service levels according to contract specifications and minimizing passenger disruptions and additional duties as assigned. The Contractor shall provide their proposed road supervisors staffing levels with the initial proposal.

Reservationist – Call Takers (Paratransit Services)

The Contractor shall employ an adequate number of reservationists to ensure that the Telephone Service Performance standards are met.

All call center staff, customer service staff, and dispatch staff must be fully trained in all applicable County service policies and procedures. They also must be trained to proficiency in the use of the Route Match system and the ITS equipment. Periodic training also must be provided to keep staff current with any changes or upgrades to the software. All staff must also be trained to proficiency in telephone etiquette and the provision of quality customer service. Periodic retraining will be provided as needed.

Staff assigned to take TDD calls must also be trained to proficiency in the use of the TDD and in TDD call jargon and etiquette.

Reservationists shall also handle calls seeking general information about the service. If callers are seeking information about eligibility for the service, an application form, or assistance completing an application form, and have not made the correct telephone option selection, reservationists shall transfer them to the appropriate call group.

Callers who are looking to comment on the service and who have made the incorrect phone option selection also shall be transferred to the correct call group or be put in touch with County staff.

Reservationists shall always check the current eligibility of customers calling to place trip requests. Where customers have multiple eligibilities, reservationists shall book trips based on a funding priority protocol that has been established.

The Contractor shall ensure that all reservationists are proficient in using the trip reservations and scheduling functions of the Route Match system. Updated training shall be provided if new versions of the software become available and are installed.

As appropriate, reservationists shall schedule trips based on either a requested pick-up time or desired arrival time.

Reservationists shall record trips offered within an hour of the requested times and negotiated to meet customer needs, but still not accepted by customers, as “refusals.”

Reservationists shall include trips that cannot be accommodated because they are beyond the scope of the service provided (e.g., outside the area or outside the established hours) as “eligibility denials.”

Reservationists shall follow a thorough process for verifying the accuracy of trip information. This shall include repeating and verifying the origin and destination addresses, gathering specific additional address information as appropriate, repeating and verifying the date, day and time of trip requests, verifying mobility aids used, and verifying information about companions/attendants traveling with the eligible customer. In addition to repeating and verifying this information throughout the reservations/scheduling process, reservationists shall repeat key trip information back to customers in a final “confirmation” after trips have been booked. In addition, reservationists shall inform customers during each call of the on-time window associated with their trips.

Reservationists shall record and confirm telephone information with customers as they place trip requests. This shall include confirmation of the home/origin phone number that appears in the system, as well as a request for a phone number at the destination (should the customer need to be contacted on the day of service).

Reservationists shall handle advance cancellations (made more than one (1) day in advance) as well as any changes to existing trips. Any calls for same day cancellations erroneously directed to the reservation lines shall be promptly transferred to the dispatch assistant/radio dispatcher lines and customers should be informed of the appropriate phone option they should select when calling for this purpose in the future.

The Contractor shall create a script for reservationists to follow and shall periodically review and refine this script to ensure that it meets the County needs. The script shall be developed and presented for the County's review sixty (60) days before the start of the Contract. The County will review and approve the script no later than thirty (30) days before the commencement of service. The Contractor shall then ensure that all reservationists are proficient with the script prior to commencement of operations.

Dispatching (Paratransit & Fixed)

The Contractor shall employ an adequate number of dispatchers and dispatch assistants to ensure that communication dispatchers are on duty during all hours that vehicles are in service for fixed route and paratransit services. Dispatching staff shall be on-duty from the time the first vehicle leaves the yard to the time the last service vehicle returns to the yard. Adequate staff shall be available during peak hours of operation to take calls from customers inquiring about the status of a ride or making a same day cancellation. The Contractor shall have a Dispatcher on duty during all revenue service hours. At a minimum, Contractor shall have a dispatcher for every shift. Dispatchers are responsible for Contractor coordination and communications with the operators. Dispatchers shall also communicate with the County Fleet Division for maintenance and road call related issues. As part of the initial proposal, the contractor shall provide a plan describing staffing levels, initial and on-going dispatcher training, and an on-going evaluation process.

Dispatchers shall monitor the status of each run, shall make changes to runs as needed to ensure on-time service and quality service to customers, and shall respond to driver needs and provide assistance as appropriate.

During off-peak hours, dispatchers can be assigned the responsibility of communicating directly with Customers as long as this responsibility does not adversely impact the dispatchers' ability to fully manage runs and drivers and as long as this assignment does not result in excessive hold times to customers calling dispatch.

Dispatchers shall remain current on the status of every run assigned. This shall be done by monitoring performed times as they are entered by drivers into the Tablets and contacting drivers when pick-ups or drop-offs do not appear to have been performed correctly.

Dispatch procedures adopted shall ensure that actions on potential late trips are "proactive" rather than reactive. Trips shall be reassigned/rescheduled far enough in advance to ensure that they will be handled on-time to the maximum extent possible.

Dispatchers shall ensure that drivers follow vehicle wait time policies and no-show policies. All drivers shall alert dispatchers to potential no-shows while at the pick-up location. Dispatchers shall verify the pick-up address with drivers and shall attempt to contact the customer if a phone number is available as part of the trip record. If no contact can be made, Dispatchers shall use the

AVL technology to verify that drivers are at the correct locations before authorizing no-shows should customers subsequently call indicating that they were waiting and the vehicle did not arrive as scheduled.

Dispatchers shall request arrival time information from drivers and shall ensure that a no-show is not authorized until the driver has waited at least five (5) minutes within the established on-time window. Dispatchers shall then enter arrival times, authorized no-show times, and landmark information into the no-show documentation screens provided by the Route Match system. Dispatchers shall constantly be aware of the negotiated/promised time given to customers for pick-ups. Negotiated pick-up times shall not be changed unless specifically requested by customers. If pick-up times are changed at the request of customers (e.g., for earlier than anticipated returns), dispatchers shall enter documentation into the trip notes file indicating the time of the call and the person calling making the trip time change request.

Dispatchers shall never change the scheduled pick-up times of trips that are running late or that are transferred to another run. If pick-ups are running late, dispatchers or appropriate staff shall attempt to contact the customer to inform them that the vehicle will be late and of the expected new pick-up time.

Dispatchers shall let customers know if a van has arrived early, ask if they might be ready to go, and make it clear that the van will wait (telling the customer the time equal to five minutes within the on-time window) if that is more convenient.

Dispatchers shall ensure proper implementation of the County's "no strand" requirement. If customers "no-show" for a return trip, a vehicle will be sent back at a later time to transport the customer home. Customers will be asked to call dispatch when they are ready and shall be served by the next available vehicle. Customers who "no-show" on an out-going trip shall be worked into the system in a manner that does not adversely impact other customers.

Dispatchers shall communicate to the operators via radio. Dispatchers shall respond to requests to talk in the order received, unless a priority request is communicated. In that case, the priority request shall take precedence over the other requests. In addition, operators shall inform dispatch whenever a passenger fails to pay their appropriate fare for the trip. Dispatchers and all Contractor employees shall ensure that all radio communications are professional and in keeping with FCC regulations.

Contractor shall ensure that all dispatch personnel are trained to proficiency in basic customer service techniques and shall ensure that such personnel have a comprehensive understanding of all policies and procedures that are associated with all programs specified within this scope of work. Dispatchers shall be trained to proficiently handle all types of accidents and incidents and must have a full knowledge of the Contractor's accident and incident policies and procedures which shall be included as part of the submittal. The dispatchers will be required to keep a daily dispatch log, which shall include, but not be limited to:

- Bus assignment

- Operator assignment
- Pull-out and Pull-in
- Late and missed trips
- Road calls
- Incidents and Accidents will immediately be reported to the County.
- All other incidents or dispatch calls that vary from normal or expected system operation.

Schedulers (Paratransit Services)

Scheduler(s) shall be responsible for constantly reviewing the run and driver shift structure and developing alternative structures for the Contractor's managers and County's consideration. Schedulers and dispatchers must be proficient in using all of the scheduling features of the Route Match system. For schedulers, this must include features related to managing the run structure, managing subscription trips, managing the "unscheduled trip" list, using the batching features, and running "exception" reports to check the workability of scheduled runs.

Scheduler(s) shall constantly review the performance of the Route Match system and shall identify possible issues for management/County review. This shall include things such as adequate boarding and disembarking time, adequate travel time, travel time allowances by time of day and time of the year, etc. Possible improvements shall periodically be brought to the attention of the Contractor's managers for consideration by the County.

The Contractor shall provide input to the County on reservations and scheduling issues observed to guide the County in arranging for needed system reviews.

Initial scheduling of trip requests onto runs shall be the responsibility of reservationists. The Scheduler will review all runs being created by the reservationists. This review shall begin six (6) days in advance of the day of service and shall be conducted each day up to the day of service. In this way, the runs will constantly be refined and improved as new trips are added.

Schedulers shall constantly scan all trip requests placed by reservationists on the "unscheduled" list/run and shall act on and accommodate these requests promptly so that customers do not wait long periods to receive final scheduled times for trip requests they have placed.

Scheduler(s) shall take subscription trip request information from reservationists, shall review options for meeting these requests and shall then communicate any changes to the customers.

Schedulers shall review each run and make final adjustments, as needed, to ensure that runs are drivable, as well as efficient. This final review shall include a review of any parameter violations indicated by the Route Match software system. It shall also include a review of

apparent “long rides” (i.e., rides that have long on-board times relative to the direct travel distance). Exception reports, long-ride reports and other tools available in the Route Match system shall be utilized by scheduler(s) during this final clean-up process.

Case Worker

The Contractor shall include an option in their proposal for a case worker. The Case Worker will work with potential clients in helping them to complete the application process. The Case Worker will take the information over the phone to qualify potential clients for services. The Case worker will teach the client how to use the system, make their reservations, etc.

Drivers – Fixed Route & Paratransit

The Contractor shall be entirely responsible for the employment and supervision of all the drivers necessary to operate LakeXpress services. Such responsibilities shall include, although not necessarily be limited to, driver recruitment, screening, selection, training, supervision, employee relations, evaluation, discipline, retraining, and termination. Contractor shall use appropriate driver screening and selection criteria in order to employ drivers of County vehicles. These criteria will include, although not necessarily be limited to: Department of Motor Vehicles license check, criminal record check by the FBI, FDLE and a local check, and drug and substance abuse testing in conformance with United States Department of Transportation regulations. Contractor shall provide a driver training program which shall conform to all state and federal requirements. The County reserves the right to object to any driver and Contractor shall remove such person from providing services under this Agreement.

Driver Requirements

Contractor agrees to follow all federal and state standards which govern its drivers. Drivers shall be expected to greet passengers in a pleasant manner and be sensitive to all passenger needs. Drivers are not asked to be policemen but to be customer service ambassadors for the transit program. Drivers are expected to minimize conversations with passengers while any vehicle is in motion. Vehicle operators shall be expected to assist disabled, elderly, and other special need passengers in boarding/exiting the bus as necessary. Drivers shall not discuss aspects of the operations and vehicle maintenance with passengers which may be construed to be undermining the system operation. Drivers may only operate routes and services for which they have been trained to proficiency. Drivers may not operate routes or services in active revenue service without documentation reflecting adequate training and demonstrated knowledge.

All driver hiring, pre-qualifications, testing, and training shall be in accordance with 14-90, FAC, and other applicable state and federal requirements, in addition to the requirements specified in this section. All drivers must maintain a bi-annual FDOT physical examination and have pre-employment, post-accident/incident, for cause, and random drug and alcohol testing, by a County approved testing facility; the statistical results of which shall be reported to the County. Before hiring or assigning a driver to service the Contractor shall conduct or have conducted a Level II background check based on the driver’s social security number. No driver shall be hired or assigned to the Agreement if a violation of Section 435.04, Florida Statutes, would occur. Proof

of satisfactory completion of a physical examination and drug test of each driver shall be maintained in a driver file, along with other information as may be required by the County, at the Contractor's operating facility. Contractor agrees to maintain a file on each driver that includes copies of their annual motor vehicle records check, record of complaints, commendations and accident/incident reports, and documentation of training completed. In compliance with the Florida Department of Transportation, Contractor agrees to maintain a separate confidential physical and drug screen file.

Drivers must be properly licensed in the State of Florida to provide this type of service, and at a minimum meet the following requirements;

- Be at least 21 years of age;
- Have been a licensed driver for a minimum of three (3) years;
- Be able to fluently speak and understand English, read and write in English, and pass a standardized, written English proficiency test. A second language skill in Spanish is considered a plus;
- Possess a safe driving record;
- Have received no more than two (2) moving violations within the last three (3) years prior to application for this program;
- Have received no more than one (1) moving violation within the last twelve (12) months;
- Have three (3) full subsequent years with no violations, if license has ever been revoked;
- All drivers must complete Contractor's formal training program and be licensed with a valid Florida Class B Operator's License with proper endorsements prior to entering revenue service;
- All drivers shall be required to wear uniforms consisting of legible photo identification with their name visible, khaki pants, shorts or skirts and appropriate tucked-in shirts. Uniforms must be professional in appearance, fit well, be clean, wrinkle free and in good repair. All shirts must be tucked in and pants shall not be worn below the waist. Shoes must have rubber soles, closed toe and laces. Drivers shall at all times maintain proper grooming and personal hygiene. The County is not responsible for providing uniforms;
- The Contractor shall see that driver's uniforms remain in good repair and do not appear old or worn out. Uniforms that are not in good repair shall be replaced at the Contractor's expense. The County may require all drivers to have new uniforms upon awarding this Contract;
- Drivers shall follow the grooming and appearance standards established by the County;

- Uniforms shall be neat, clean and pressed, and in good condition and proper fitting. All shirts/blouses shall be tucked in and only the top button may be left unbuttoned;
- Photo ID badges will be provided by Contractor indicating the driver's first name and employee number at all times while on duty. The photo ID must be legible enough so that that employee name is visible at all times. The following are the photo ID procedures:
 - A photo identification badge will be issued to all employees of contractors providing transit service through the purchase of transportation upon hire and before drivers enter into revenue service.
 - All drivers are required to prominently display photo identification badge while working.
 - Operator Photo ID badges shall be worn on the right shoulder in a manner facing all boarding passengers at all times.
- Hair and facial hair shall be clean and neatly trimmed;
- Uniforms shall be worn only when providing service for the County and shall not be worn in any other service which may be provided by the Contractor;

County will periodically require that the driver distribute and/or collect information to/from passengers. In most instances, this will be service-related materials regarding detours, proposed route changes, or passenger surveys. County will provide specific instruction with the materials to be distributed and/or collected. Other general driver responsibilities include:

- Driver shall collect and safeguard all fares in accordance with the Agreement.
- Drivers shall not eat, drink, or use tobacco products while their vehicle is in scheduled service, but may eat or drink nonalcoholic beverages on board while their vehicle is on scheduled break or layovers provided the bus is cleaned. The use of tobacco products in County vehicles shall be prohibited at all times.
- Driver shall not solicit or accept gratuities, tips or any other money or favors from passengers except the fare they are directed to collect.
- All drivers and staff shall maintain a pleasant, courteous, professional demeanor. Rudeness or unprofessional behavior by drivers or other staff shall be considered unacceptable. If a Contractor or subcontractor employee is not serving customers appropriately, and this is documented through telephone tape recording, bus video or other evidence, the County may require that the employee not operate or use County

equipment and/or require the Contractor to provide refresher training to the employee. If unprofessional conduct continues, the County may require that the employee be removed from direct service to customers.

- Since drivers are the first line out in the field, driver feedback about schedules, customer needs, vehicle maintenance and working conditions is imperative. The Contractor shall have on-going mechanisms, including monthly driver meetings, to capitalize on driver feedback. The County shall be allowed to participate in monthly driver meetings.

All operators must be able to read and speak the English language sufficiently to, at minimum, converse with the general public, understand highway traffic signs and signals, understand street signs and maps, understand routes, schedules and detour notices, respond to dispatch, and fill out incident and accident reports, and any other document or report requested.

The Contractor shall provide an adequate pool of drivers and scheduled extra board drivers to ensure that all scheduled runs are covered and pull-out on-time.

All employees must demonstrate the proper qualifications for obtaining and maintaining employment under the County's contract with Contractor. The County reserves the right to have any employee of Contractor removed from operating County equipment and removed from County property at any time and for any reason. Upon written demand of County, the Contractor shall immediately remove any employees from operating County equipment or from County property whom County considers unsuitable for such work from activities associated with this Contract. Removed employees must be replaced within twenty-four (24) hours.

The Contractor shall maintain daily vehicle availability records that show the number of vehicles available for service, the number out of service, the number of vehicles needed to meet peak-hour run requirements, and the number of peak-hour spares.

The Contractor shall maintain a "Run Pull-Out Log" that indicates all runs scheduled for the day and the drivers originally assigned to cover those runs. The "Run Pull-Out Log" shall also list all scheduled extra board and back-up drivers for that day and the hours that each are available.

Changes to original driver assignments shall be tracked on the log, use of extra board drivers shall be clearly indicated and final assignments and run coverage, as well as remaining extra board capacity throughout the day shall be detailed.

Individual employee files shall be maintained for each employee. These files shall include all documentation of required qualifications and training. They shall also include documentation of all commendations, reprimands, and evaluations.

A written record from the State of Florida Motor Vehicles Department shall be obtained every six (6) months for each driver for the duration of the Contract and this record shall be included in the driver's personnel file.

The Contractor must maintain a record of each driver's work period which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day. Driver work hours must follow the requirements of Chapter 14-90, FAC and any other applicable federal law.

Driver Files

The Contractor shall maintain a file on each driver and provide a signed employee certification form (certifying that the items attached to it are true and correct) for each such driver that has the following items attached to it:

- An Employment Application;
- A copy of their employee photo ID;
- A copy of a valid State of Florida driver's license appropriate for the size of vehicle to be operated showing a non-expired expiration date;
- Copies of Motor Vehicle Records, obtained at least every six (6) months, for a prior three (3) year period.
- Verification the driver is physically capable of safely operating a motor vehicle. Verification shall be a DOT physical exam done by a State of Florida licensed physician. DOT physicals are required every two (2) years.
- Verification that a pre-employment drug screen has been performed by a County specified DHHS certified laboratory.
- Verification that pre-employment drug and alcohol testing records have been obtained from previous employers as required by 49 CFR Part 40.
- Verification that a criminal background check has been completed.
- Complaints, commendations, and accident/incident reports.
- Documentation of all training received including types of vehicles or special equipment that the driver can operate documentation of on the road training, documentation of drug abuse and alcohol misuse training.

Driver Responsibilities

Drivers will, when requested by the County will hand out notices to passengers or otherwise render assistance in monitoring and supervising operations.

Drivers will record accurate ridership counts by passenger category. Drivers will record ridership counts when requested to do so. Drivers will include accurate route/run information when beginning work.

The driver is required to perform a daily pre-trip inspection before taking the vehicle out of the yard including checking out the wheelchair lift/ramp operations, air brake systems, tire conditions, and the general exterior and interior condition of the vehicle. Any vehicle defect is to be reported to the County Fleet Division.

Contractor shall ensure that all Operators refrain from using cell phones, text messaging, or using portable computer equipment while driving. At all times during operation of any bus in connection with these services, drivers shall have available an accurate time piece.

Driver Training

Contractor must provide detailed information about employee training programs as part of their proposals. All training programs are subject to review and approval by the County. All training must be to the standards identified herein and must include testing to verify employee proficiency.

The Contractor shall implement a continuing program of driver safety and instructions to be maintained in a Policy/Procedure Manual. Details of the program shall be included in Proposers' proposals and a final copy of the Policy/Procedure Manual shall be provided to the County within sixty (60) days after the Notice to Proceed letter is issued..

The Contractor shall design, schedule and conduct ongoing training procedures which train and prepare all drivers, including any subcontractor drivers, assigned to the Contract in a manner that conforms to all state and local laws and assures the County's operational objectives below are met.

- Provide transportation service which is safe and reliable;
- Provide transportation service which will maximize customer service; and
- Provide transportation service in a manner which will maximize productivity.

The driver training course shall, at a minimum, provide fifty-six (56) hours of classroom instruction as follows:

- A review of applicable laws and regulations;
- The County's Service Requirements, Policies and Administrative Procedures;
- Vehicle Orientation - Pre and Post Trip Inspections;

- Eight (8) hours of defensive driving and safe vehicle operations;
- Sensitivity Training - Minimum six (6) hours classroom and two (2) hours “hands-on” (including respectful language, customer assistance, working with customers with various types of disabilities, driving techniques, special consideration, loading, tie-down training and role playing).
- This training shall include empathy training, which will have drivers experience first-hand what customers experience when using the service (e.g., riding up and down on a lift, entering and exiting a vehicle blindfolded, etc.).
- The sensitivity training shall also involve individuals with disabilities talking about their particular needs when traveling on the paratransit service;
- Lift/wheelchair tie-down techniques and procedures for the transport of customers with wheelchairs and other mobility devices;
- Operation of radio equipment and MDT equipment in accordance with federal, state and local regulations;
- A minimum of four (4) hours of customer service training;
- Accidents/Incidents and Emergencies - Avoiding Accidents/Incidents; Emergencies; Completing Accident/Incident Reports;
- Dealing with Blood-borne Pathogens and Air-borne Pathogens;
- Fare collection and trip classification and counting;
- Policies related to sexual harassment;
- Regulations and policies regarding customer privacy and health care information;
- A minimum of four (4) hours of orientation to the service area and street network and map reading; and
- A minimum of four (4) hours of schedule reading, route planning and run completion.
- The Contractor also is encouraged to provide First Aid Training, including cardiopulmonary resuscitation (CPR).

In addition, all drivers shall receive a minimum of forty (40) hours of behind-the-wheel (BTW) training in all types of vehicles to be operated under the Contract. BTW training shall be an appropriate mix of observing the operation of service by a driver-trainer or trainer and actual operation of vehicles while being observed by a driver-trainer/trainer.

BTW training also shall familiarize drivers with key pick-up and drop-off locations in the service area and major highways and streets. BTW training shall be integrated with map reading training to ensure that drivers can apply map reading skills on the road.

A complete evaluation of driving skills and proficiency with all driver requirements shall be conducted at the end of BTW training. Additional training shall be provided if deemed necessary by the trainer.

Evaluation of driving skills shall also be conducted on an ongoing basis using on-board camera systems, annually, and after any chargeable or non-chargeable accident/incident.

Training requirements shall not be waived or reduced based on employment by other companies. Prior training for employees previously employed as drivers by the Contractor shall only be used as “credits” if the prior employment was within the past twelve (12) months.

The County reserves the right to revise the Contractor’s training program(s), at no additional cost to the County, in order to comply with federal, state, or local laws regarding driver certification or level of training requirements.

Mandatory refresher training shall be provided for drivers with repeated and accumulated minor infractions or complaints. The Contractor shall maintain documentation and proof of successful completion of all training and retraining in each employee’s file.

No driver shall provide service for the County transportation program until such driver has been reported to County, through a certification of compliance form, of their motor vehicle record, criminal background check, pre-employment drug test results, valid driver’s license, DOT physical, and documentation of all training.

The driver shall receive, from the Contractor, a name tag in the form prescribed by the County that must be worn at all times while on duty. The name tag shall include the driver’s “head shot” photo, driver’s name, and the Contractor name.

Driver Wage, benefit, and Incentive

The Contractor shall provide the following training and safety support, at no extra cost to the County:

- A safe driving awards program;
- Monitoring and inspection of drivers’ Motor Vehicle Records at least every six (6) months;
- Ensuring the availability of vehicle(s) as required for training programs; and

- Promotion and reinforcement of driving and safety principles by the Contractor's management and supervisory staffs, policies and programs.
- The Contractor shall maintain an incentive and safety program to support the County goal of providing a high quality transportation program for customers. These programs shall be detailed in writing and implemented routinely.
- Incentives should be awarded at regular driver meetings to ensure high visibility among other employees.
- Employee Compensation Program – Describe proposed driver pay, as shown in an hourly wage, and driver benefits (including health coverage, vacation pay, and sick leave). This plan shall include all employees including but not limited to operators, dispatch, support vehicle cleaning, General Manager, Road Supervision and/or Training/Safety.
- Proposals should include a line by line itemized breakdown of each personnel category the Contractor intends to employ as well as any mandatory proposed contributions to benefits or other company wide deductibles.
- The Contractor shall demonstrate it has an acceptable recruitment and hiring program, which is intended to minimize driver turnover and retain a high quality driver work force. The Contractor shall offer a reasonable wage and compensation package, coupled with a supportive work environment.

Hiring Drivers

A successful recruitment program will require a very aggressive hiring plan and competitive wages/benefits to hire and retain qualified employees. Describe hiring strategy, anticipated turnover rate, incentive plans, retention strategies, and other assumptions regarding hiring plans to meet start-up requirements that indicate the Contractor's understanding of the Lake County job market.

As part of their initial proposal, the contractor must indicate hourly wage and/or salary to be paid for each position in order to demonstrate a realistic business plan for the Lake County market. The Plan shall include the following:

- Training wage;
- Starting wage;
- Schedule of wage increases;
- A complete description of all fringe benefits and required employee match associated with these benefits;

- Incentive programs;

Additional Training for Drivers and Assistants Providing Stretcher Service

All drivers used in stretcher service shall also receive training in assisting customers using stretchers, the safe boarding and debording of customers using stretchers, securement of stretchers and restraint and customers on stretcher vehicles, and all other training required for this type of service by state or federal laws, rules or regulations. Drivers providing stretcher service shall receive all BTW training on stretcher vehicles.

Fixed Route Staffing

In addition to the Road Supervisors and other necessary staff for Fixed Route, the Contractor will need to have a dedicated Customer Service representative to answer passenger questions by telephone at all times fixed route service is scheduled to be available.

Contractor staff assigned to the project must be able to provide information including, but not limited to the following: route, schedule, fares, service interruptions, trip planning, bus arrival predictions, bus stop locations, lost & found, how to ride the bus, how to pay fares, how to board with a bike, and any proposed or implemented fare or service changes.

Computer Fluency

The Contractor shall provide a list of all personnel positions who will be computer fluent, the computer programs/applications in which they will be fluent, and how individuals in these positions shall be adequately trained to ensure uninterrupted performance of duties and responsibilities as expected by County. The County realizes that “computer fluency” may be taught, and Contractor may propose to train individuals to acquire basic computer skills and fluency for certain positions; however, County will not excuse Contractor from its obligations under the contract in such situations. At a minimum, “fluency” shall include a working knowledge of Microsoft Word, Microsoft Excel, how to navigate the internet, how to manage Social Media if requested, and how to perform data input on-line (to meet the reporting requirements included in this RFP).

For Dispatchers, Schedulers and individuals managing fixed route and paratransit operations, “fluency,” shall include the aforementioned minimum computer skills, as well as a working knowledge of Route Match scheduling for fixed route and demand response, unless otherwise waived by County.

County reserves the right to require that certain positions be filled with individuals who are computer fluent, as described above. County also reserves the right to increase the minimum standards for computer “fluency” throughout the contract period as required for Contractor to meet its contractual obligations.

NOTE: Contractor is further required to fill all positions with individuals who can read, write and complete surveys or other simple, written tasks as directed by County.

Employee Discipline

Any employee receiving two (2) or more valid customer complaints within a rolling 30-day period shall be subject to a thirty (30) day probation period. During this period, the County will evaluate whether the employee is suitable for service.

The County will notify the Contractor, in writing, of any employee determined unsuitable within ten (10) days and upon receipt of such notice, the Contractor shall, at its sole discretion, either propose to replace the employee or present to the County a plan for correcting the employee's performance deficiencies within a 30-day period thereafter. If either County rejects the plan or the driver's performance deficiencies are not corrected to the County's satisfaction within the 30-day plan period, the Contractor shall immediately remove the employee from customer service or operating County owned vehicles or equipment.

The County has established a goal of having no more than twenty-five percent (25%) annual turnover of drivers, reservationists and dispatch assistants, and no more than fifteen percent (15%) annual turnover of schedulers, dispatchers and road supervisor. If a higher turnover rate is documented for a period of more than six (6) months, the County reserves the right to require the Contractor to make changes to bring the turnover rate in-line with these standards.

Operations

Office location

Indicate where the Proposer's current local office is located and, if there is no local office (within the service area), explain how you propose to effectively meet the requirements of this request. The local office must be in Lake County, Florida and be in the service area. The office location shall accommodate the full operation of the service for all operations and management staff. The office location shall also provide for a secured and acceptable environment for all County provided hardware.

Service interruptions

The Contractor may suspend, with the written approval of the County, all or a portion of services, when said performance is made impossible by inclement weather, hurricanes, tornadoes, earthquakes, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature; act of a public enemy; epidemic; quarantine restriction; embargo, or any other foreseeable cause beyond the control and without the fault of the Contractor.

The County has enacted a standard that when winds reach a sustained speed of 39 miles per hour all services will be suspended. If the Contractor has a different standard, please provide that standard as part of this proposal.

The Contractor will immediately inform County, in writing and by telephone, of such suspension and the same will be subject to the written approval of the County, which approval will not be unreasonably withheld. The Contractor will not be compensated for time that service is suspended.

In the event of a declared public emergency or disaster situation, the Contractor will be called upon to provide evacuation to post-disaster transportation. In the event of the provision of services during a declared emergency, the Contractor shall be compensated the reasonable costs incurred in providing the emergency service as agreed upon. The Contractor shall not be compensated for providing staffing at the Emergency Operations Center.

Communications

The Contractor shall provide a two-way voice radio communications system, including mobile radios, base stations, and repeater services capable of maintaining reliable communication with all drivers throughout the service area. The main voice communication system shall not be based on cell phones, or Nextel-type phones unless such request is made in writing as part of this proposal. Every vehicle, including subcontractor vehicles and spare vehicles shall be equipped with working two-way mobile radio units unless the Nextel type phones are permitted. The contractor also shall have an adequate supply of cell phones or Nextel-type phones for use on runs that have out-of-area trips. An adequate supply of spare two-way communication units also shall be maintained to allow units to be swapped-out for repair. **Proposers shall detail in their proposals the exact two-way voice radio communications system that will be provided..** The contractor shall have a maintenance and servicing agreement for the radio system that will provide for 24-hour, same-day response. Information about the maintenance and serving arrangement must be detailed in the Proposal.

The radio system shall be designed to have a minimum 95/95 performance (95% coverage 95% of the time). Results of an acceptance test documenting the system's performance shall be provided to the County.

The contractor will monitor cell phone or Nextel use to ensure that drivers do not use these phones inappropriately to communicate directly with customers or to make personal calls, or to use them in an unsafe manner while in operation.

The radio system shall allow dedicated channels to be available to the County service. An adequate number of channels shall be provided to allow for assignment of sub-fleets to certain dispatchers and to allow drivers and dispatchers to communicate without unreasonable delays. The channels shall not have interference from other users.

The contractor will provide the County with a list of all frequencies used. Base stations shall be equipped with foot controls to give dispatchers hands-free operation capability.

Customer Service

Contractor must provide in person certification and processing for half fare programs.

Contractor must receive and track all customer service inquiries, comments, suggestions, compliments and complaints regarding the County system including walk in, telephone, fax and internet.

The Contractor must maintain, monitor and follow up on all entries into a customer service database for timely responses to customers and completion of investigation/research by County staff.

Contractor shall provide, for County comment and approval, customer service standards that Contractor expects their employees to uphold while on duty and when providing customer service. Contractor shall further describe how employees will be trained and held to these standards during the course of employment.

Schedules, Passes, and Fares

Contractor must maintain adequate stock of route schedules, maps and marketing material in designated locations throughout the service area. County will print and provide schedules for routes served by Contractor. Updated schedules will be provided in advance of a schedule change and must be placed in vehicles on the appropriate routes at least two (2) days prior to the changes going into effect. Contractor shall dispose of all outdated schedules. Contractor shall maintain an inventory of current schedules, and call County when there is a need for additional schedules prior to depletion of their supply.

Contractor must serve as the primary information call center for Lake County Connection and LakeXpress and provide guidance and counseling on how to use the system, route information and any other communication providing a service to our customers walking in and over the phone, fax or internet. Contractor must support institutional and large business sales including fare pass delivery, maps, schedules and marketing material.

Contractor shall collect fares consistent with County's approved fare policy. Contractor shall collect fares from passengers of the service at the rates specified by County in the County's fee schedule. The actual cash fares collected by Contractor shall be deposited in Contractor's bank account and shall be a credit on each month's invoice to County.

Contractor shall not be responsible for fares not collected by passengers due to Medicaid or County policies. If the patron cannot pay the fare, the Contractor shall immediately contact the County for instructions but shall not refuse transportation for a client on a first occurrence. The County may issue a waiver to a patron for an extraordinary circumstance. Contractor shall not be penalized for transporting a passenger without a fare unless it does so after County instructs Contractor to not transport a passenger who does not pay.

County reserves the right to amend the fare structure. Any changes to the fare structure shall be communicated to the Contractor in writing at least ten (10) days in advance of their taking effect. Contractor shall not deny access to any person paying a valid fare without specific permission by County. Contractor will not issue free passes or any other passes without prior approval of County.

All fares collected by Contractor shall be collected in fare boxes provided or approved by County. Contractor will also be responsible for the counting, processing, and depositing of revenues. The location for counting and processing the fares must be in a secure environment. Contractor shall ensure the appropriate security systems and procedures are in place to safeguard the fares and fare collection process. Penalties may be assessed for fare discrepancies.

County reserves the right to observe, count, or perform other audit tests that County considers appropriate to determine the security and reporting accuracy of the fare collection procedure.

The Contractor shall keep an accurate log of all bus passes and provide a reconciliation to the County on a monthly basis. The report shall show the number of passes, the number sold, the amount of fees collected and the number of passes remaining.

Under no circumstances is the Contractor to make copies of passes and use them in the system.

Operations Plan

The Contractor shall describe the strategy for implementing service that meets County requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incidents procedures that will be utilized by the Contractor.

The Performance Standards contained within this document should be the minimum included in the Operations Plan, as applicable according to the service (fixed route/paratransit/ADA) on which Contractor is proposing, along with other elements that Contractor deems significant for meeting the service requirements and expectations of County. At a minimum, the Operations Plan should address the following:

1. Describe the reporting structure, and provide job descriptions and numbers of individual managers, supervisors, and operators that are responsible for the daily on-street operation. An organizational chart must be provided.
2. Describe the methodology that Contractor will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of excellent customer service, addressing customer complaints, preventing and addressing vehicle and passenger accidents/incidents, acceptable vehicle appearance, effective management, maintaining employee morale and sense of teamwork, and resolution of on-street issues.
3. Provide the number of, as well as a work schedule for, dispatchers and road supervisors required to ensure coverage during all hours of revenue service.

4. Describe procedures as to how Contractor will handle accident/incident investigations and reports of same.
5. Provide a sample list of activities/projects/programs that Contractor believes should be included that have been omitted.
6. Provide a sample, comprehensive “Drivers Manual” that would address the following in detail:
 - a. Driver Qualifications (job description, training requirements, evaluation /discipline process, licensing requirements, minimum guidelines for performance, etc.);
 - b. Driver Duties (including pre & post trip inspections, marketing/outreach support, dress code, incident/accident reporting, mileage and hours reporting, and passenger counts, etc.);
 - c. General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, procedures such as transfers and fare collection, procedures for taking vacation/sick time, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops);
 - d. Vehicle Orientation (Standard Operating Procedures including public address system, electronic head-signs, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on County property and in vehicles, driving theory on defensive driving and accident/incident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of County equipment.)

One copy of the Drivers Manual must be included with each copy of Contractor’s proposal.

7. Please provide a table that:
 - a. demonstrates your awareness and understanding of the standards,
 - b. strategies for meeting the standards, and
 - c. measures you would use to gauge your progress towards meeting the standards.

County will require that Contractor provide at least monthly progress reports on how performance standards identified in this scope are being addressed or pursued, and County reserves the right to meet with Contractor as necessary to

ensure compliance with adopted performance standards and contractor's steps and schedule to correct deficiencies.

8. Please list all technology Contractor would use for delivering services and managing operations, and describe how the specified technology would:

- a. Contribute to the efficiency and effectiveness of the system,
- b. Minimize operating costs,
- c. Improve performance reporting to County,
- d. Enhance the customer experience,
- e. Maximize employee productivity, etc.

Contractor shall also provide information on useful life and replacement schedule(s) for any technology proposed and/or purchased.

(NOTE: Technology equipment paid for directly by County shall become the property of County. Furthermore, all (electronic and tangible) data collected, stored, and produced by such technology shall become the property of County, and County shall advise the Contractor on how such data shall be provided to the County upon its request. Contractor shall further retain such data for an amount of time specified by the County.)

Describe the Operator's proposed procedure for handling transportation requests from the time a customer contacts the Operator's office with a needed trip. Provide a detailed Routing Plan which describes procedures employed from the time of pickup until the customer reaches their destination and then returns back to the point of origin including transportation of children and proposed car seats available in compliance with Florida State law.

The contractor shall submit and maintain a proposed operating plan describing how coordination of transportation will be implemented to meet the needs of the intended users in the specified service area.

Performance Standards

A. Scheduling Standards.

Trip Requests

Contractor must accept reservations for paratransit service Monday through Friday from 8:00 a.m. to 5:00 p.m. Contractor must have a system in place for ADA clients to schedule next day trips (including weekends). Reservation may be taken up to fourteen (14) days in advance, and, at a minimum, must be made forty-eight (48) hours in advance of the scheduled appointment for TD trips. The County is exploring reducing the reservation from two days to one day in

advance. ADA trip requests can be made the next day to fourteen (14) days in advance. Medicaid trip requests can be made from forty-eight (48) hours in advance to fourteen (14) days in advance

The Contractor must identify how scheduling of Monday ADA trips will be scheduled over the weekend as part of the proposal.

Same day service (defined as making new reservations on the day of service) is not provided under any program, with the exception of hospital discharges, or instances when a doctor's office has called and has stated they need to see the client the same day, or urgent care trips under the Medicaid program.

Alternate, intermediate or additional stops which have not been scheduled in advance are not to be accommodated.

Customers under all programs are limited to making up to three (3) round-trip requests per call.

Protecting "Negotiated" Pick-Up Times

The Contractor shall ensure that pick-up times negotiated with customers are to be protected throughout the scheduling, dispatching and service delivery process. If pick-up times negotiated with customers later need to be adjusted for scheduling purposes, or any other purpose, the Contractor must contact and renegotiate pick-up times with customers. Documentation of these contacts must be maintained in trip records.

The Contractor staff shall make two (2) attempts (at a minimum) to contact customers about changes in times that fall outside the original on-time/pick-up window and shall not make any changes if the revised information cannot be successfully communicated to the customers.

Standing orders

Standing orders (subscription service) can be requested by customers if they are traveling to and from the same locations at the same times and days each week. Standing order trip privileges can be revoked if a customer changes a standing order trip more than once per month. Standing orders can be suspended and then reinstated by customers if they know they will not be using the service for one (1) or more days.

Will calls

If the customer is not ready at the requested return we will make every effort to return for the customer within ninety (90) minutes of the customer notifying the provider they are ready. If the client is a dialysis patient or taking chemotherapy treatment, efforts will be made to pick them up as soon as possible.

No Show

If the customer cannot be found at the scheduled destination then they will be considered a “No-Show”. If the customer requests a return trip after the “No-Show” has been issued then the return will be scheduled with no set timeframe. Contractor shall ensure that the County’s No-Show Policy is enforced. The No-Show Policy may be found in the Transportation Disadvantaged Service Plan.

No Stranded Policy

When any last fixed route trip scheduled does not operate, the Contractor is expected to transport any and all “stranded passengers” to route end point. The Contractor is responsible for meeting this responsibility and immediately informing the County of such problem and proposed solution.

Pick Up Times

Reservationists shall negotiate requested pick-up times and desired arrival times with customers in accordance with ADA regulations. Trip times shall be negotiated up to an hour before or after the requested times. These negotiations shall consider the travel needs of the customer. For example, if a customer requests a 5:15 PM pick-up to return home from work and indicates she finishes work at 5:00 PM, reservationists shall negotiate for a pick-up between 5:15 PM and 6:15 PM but not earlier than 5:15 PM if that would require the person to leave work early.

Reservationists shall not offer trips that are more than an hour from the requested times. If customers are calling and no trip options within an hour are generated by the Route Match system, reservationists shall place the trip requests on a “holding run” and code the trips as “Unscheduled.”

B. Pick-up Standards.

On Time Performance (OTP)

The Contractor shall adhere to a minimum on time performance standard of ninety-two percent (92%) for paratransit services. Passengers are to be picked up within the one (1) hour window under normal operating conditions. The Contractor is hereby placed on notice that this standard will be increased to ninety-five (95%) to be consistent with the fixed route in the future. The County shall give the Contractor reasonable notice before instituting the stricter standard.

However, ADA clients and Dialysis patients must be picked up within thirty (30) minutes of their scheduled pick-up time.

Contractor shall maintain an on time performance standard of ninety five (95%) for fixed route services. Contractor shall provide a monthly report on the status of on-time performance. On-time performance is defined as 0 minutes to five (5) minutes late per arrival at a time point, unless otherwise adjusted by the County.

For paratransit trips, the driver can arrive up to one (1) hour past the scheduled pick-up time and still be considered “on time” as long as the passenger arrives at their destination on time.

Door-to-door service and door-through-door services for stretchers shall be conducted in accordance with guidance provided by the County.

Drivers shall assist passengers whenever needed from the door of their origin to the door of their destination. Drivers shall use the highest reasonable degree of care in assisting passengers. Assistance to passengers shall, at a minimum, meet the requirements of the ADA.

Drivers shall park as close as safely possible to each passenger’s origin and destination, including entering parking lots as necessary.

Shared rides must be utilized whenever possible.

Early Vehicle Arrivals

The Contractor shall ensure that if drivers are running ahead of schedule, they do not pull-up in front of a customer’s place of residence until the start of the on-time pick-up window. Drivers may contact dispatch and request that dispatchers contact and ask if customers can be ready to leave early, but should not knock on the customer’s door, honk the vehicle’s horn, or otherwise pressure customers to leave early. The Contractor shall have an operating procedure governing where drivers are to wait if running ahead of schedule.

Late Vehicle Arrivals

The Contractors shall ensure that if pick-ups are (or are projected to be) more than thirty (30) minutes after the pick-up time negotiated with customers (and therefore outside of the on-time pick-up window), dispatchers will make an effort to contact customers, notify them of the delay, and provide an estimated pick-up time. The Contractor shall have adequate dispatch or dispatch assistant staff to make these contacts. Documentation of such calls shall be noted in the customer file.

Vehicle Wait Time

Drivers shall be required to wait up to five (5) minutes within the pick-up on-time performance window described herein for the customer to come out to the vehicle. Failure to wait a full five (5) minutes, unless there is clear communication indicating that the customer will not be traveling as planned, will be considered a violation of the County policies. If the customer does not board the vehicle within the five (5) minute wait time, the drivers shall notify a dispatcher, who shall attempt to call or contact the customer.

The driver may not depart without the scheduled customer until instructed by the dispatcher. Dispatchers shall be required to add notes to the trip record for all “no shows.” This shall include a brief description of the residence or a nearby landmark as described by the driver as a way to ensure that the driver was at the correct location.

On-Board Ride Time

It is the County's goal that customers not experience on-board travel times that are excessively long when compared to similar fixed route trips or direct travel times for trips in areas where fixed route service does not exist. When compared to fixed route trips, paratransit customers will be considered excessively long if they are more than one and one half (1 ½) times longer than a trip by fixed route (allowing for walking time to and from stops, wait time at stops, and transfers between buses). Where fixed route services do not exist and cannot be used for comparison, paratransit trips will be considered excessively long if they are more than twice the travel time for a trip by auto at a similar time of day.

During the first ninety (90) days of the Contract, the Contractor will work with the County to refine these parameter settings to create a more varied gradation of distances and maximum times that achieves the stated travel time goals while still allowing for ride sharing and for meeting productivity goals.

Travel time standards can be exceeded if the trips in question are local agency contracted group subscription trips and longer ride times are acceptable to customers and agencies.

The Contractor will also periodically review paratransit trips with relatively long ride times (particularly first pick-ups on grouped trips) and will compare these times to travel by fixed route service or by auto. If the paratransit times are significantly longer than fixed route times (allowing for walking times to and from stops), the Contractor will split the runs or make other adjustments to reduce the travel times for these customers.

The County has set a performance standard of having no more than five percent (5%) of all performed trips exceed the in-vehicle ride time standards.

Missed Trips

A missed trip shall be defined as a scheduled trip not made by the customer where the vehicle showed up at the pickup location outside of the on-time "window." When missed trips occur, dispatchers shall include detailed reasons for the occurrence in the trip record.

The Contractor shall strive and conduct operations to have no missed trips. The County has established a performance goal of having no more than three percent (3%) of scheduled trips missed.

Missed Trips Fixed Route

Completing scheduled trips in their entirety - The Contractor is expected to complete 100% of all scheduled County trips on a daily basis (by route and entire system). For purposes of measuring performance, "missed trips" are defined as:

1. Any scheduled revenue trip not operated or any trip that was not completed in its entirety that does not have accompanying documentation for the incomplete trip.

2. Any initial bus departing the yard greater than ten (10) minutes behind scheduled pullout time from the garage going to the start point of a scheduled trip.
3. Any trip that departs greater than five (5) minutes behind scheduled pullout time from the relief point when the trip was capable of leaving on time.
4. In the event of an in-service breakdown, driver's absence or other service related problem, the Contractor shall provide a replacement driver and adequate means to dispatch transit revenue vehicles so as not to miss subsequently scheduled trips.

Unscheduled Trips

It is the County's goal that ninety-nine percent (99%) of all trips requested in advance by customers be scheduled onto vehicle runs that are part of the Contractor's adopted run structure (meaning runs for which drivers have been scheduled). Further, trips shall be scheduled onto runs in a way that will allow them to be performed on-time and without excessive on-board travel time under normal, expected operating conditions.

No more than one percent (1%) of all scheduled trips shall be left on an "Unscheduled" list or run. Further, if the Contractor leaves trips on an "Unscheduled" list, these shall be the shorter trips and/or trips within the core service area which have the greatest likelihood of being placed on a run in a timely way on the day of service.

Longer trips or trips that are in more remote areas shall not be left unscheduled, as they are likely to be difficult to assign on the day of service. And, the one percent (1%) unscheduled trips shall not all be at the same peak operating time. Within the one percent (1%) allowance, the Contractor shall leave trips on an "Unscheduled" list only if there is a very high likelihood that they will be able to be served in a timely way.

If throughout the operating day it becomes necessary to temporarily transfer trips to an unscheduled list, dispatchers shall reassign these trips to runs in time for them to be performed on-time.

It is the County's' standard that all unscheduled trips be placed on a scheduled run at least sixty (60) minutes before the scheduled pick-up time.

Anchoring of Group Trips

All group subscription trips shall be anchored to runs to enable these trips to be performed in a reliable, consistent way. Group subscription runs shall also be assigned to the same drivers to the maximum extent possible to allow drivers to develop experience efficiently completing the runs.

Trip Denials

In accordance with ADA requirements, reasonable scheduling options are to be provided to all ADA paratransit eligible customers for all eligible trip requests made. Reasonable trip offers

shall be made within one (1) hour of the requested pick-up or drop-off time and shall also meet the underlying purpose of the trip and any appointment times indicated.

One hundred percent (100%) of all ADA eligible trip requests must be accommodated.

TD trip requests are subject to available resources and stated program trip priorities. Reasonable trip offers may be negotiated with TD and Medicaid eligible customers beyond one (1) hour of the requested pick-up or drop-off time so long as the offers meet the underlying purpose of the trip.

C. Ridership Standards.

Service Animals

The Contractor shall ensure that service animals are always accommodated as required by Federal law. The use of service animals will be noted in the master customer file. Service animals include any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual with a disability, including but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing, providing minimal protection or rescue work, pulling a wheelchair, or fetching items.

Accommodating Life Support Equipment

The Contractor shall make sure that portable respirators and oxygen equipment designed for personal use and not hazardous materials as defined by USDOT rules are accommodated. The equipment must be small enough so that drivers do not have to assist with loading or unloading. The safety and use of this equipment is the responsibility of the customer.

Companions, Attendants, Escorts, and Children

The Contractor must ensure that Personal Care Attendants (PCAs), also referred to as Escorts for ADA clients, are to be accommodated at no fare. Customers must be pre-registered as eligible to travel with a PCA and this information will be contained in the master customer file. Also for ADA service, one companion is always to be accommodated at the same fare as the eligible customer. Additional companions are to be accommodated on a space-available basis, also at the same fare as the customer. On Medicaid services, a PCA (also referred to as an “escort” under this program) is to always be accommodated at no charge. On TD services, one additional customer (which could be a PCA or a companion) is to always be accommodated at the same fare as the eligible customer. For all programs, PCAs, escorts, and companions must be traveling from the same origin to the same destination at the same time as the eligible customer, with the exception of Prescribed Pediatric Extended Care (PPEC) contracted service.

For Medicaid and TD programs, minors (defined as children under age 15) must be accompanied by an adult. Only one escort may travel with children who have appointments or with adults who need assistance while traveling. Parents who are accompanying a child with an appointment may also bring one additional child who does not have an appointment with prior arrangements

Wheelchair Securement and Use of Seat Belts

The Contractor shall ensure that all customers and mobility aids are secured inside the vehicle. Each customer seat shall be equipped with a seat belt and each wheelchair securement position shall be equipped with a securement device meeting ADA standards and a seat belt and shoulder harness. All customer seating areas shall be equipped with seat belts and all customers shall be required to use these seat belts, unless exempted by law.

All mobility aids located in the wheelchair securement area shall be secured using the provided system. All customers shall also be required to wear the provided seat belt. If a customer refuses to wear her/his seat belt, the driver shall inform the customer that they cannot be transported. The driver shall then immediately report the customer to the dispatcher. Reports of this nature shall be logged by the dispatcher and the driver and forwarded to the County for customer education. The Contractor shall have a procedure in place for removing any customer from a vehicle who refuses to wear his/her seatbelt.

Customers who use wheelchairs shall be required to use seat belts and shall be offered the use of the shoulder harness but shall have the right to refuse its use if other customers on the vehicle are not required to use a shoulder harness.

Customers who use three-wheeled scooters shall be strongly encouraged to transfer to a customer seat. Scooter users shall be permitted to remain in the scooter, but drivers shall notify dispatchers if customers who use scooters refuse to transfer to a seat. Drivers shall securely fasten the scooter in the appropriate area.

Child Car Seats

The Contractor shall ensure that children shall be transported in a child car seat pursuant to Florida law. Car seats are the responsibility of and must be provided by the parent/guardian traveling with the child, and securement of the child in the seat is the responsibility of the parent/guardian. Car seats cannot be left on-board vehicles after customers are dropped-off at a destination. The Contractor must ensure that all car seats are properly secured in vehicles.

Smoking and/or Music

Contractor shall insure that drivers and passengers are not allowed to smoke, eat or drink in the vehicle and a sign shall be prominently posted inside the vehicle advising passengers of this prohibition. The only exception will be as indicated in the TDSP. Contractor shall insure that

neither drivers nor passengers shall be allowed to play loud music in the vehicle. Passengers may use personal radios and CD players if they use headphones.

D. Productivity.

Productivity

The Contractor shall create a run structure, and shall set driver shifts and conduct reservations, scheduling and dispatching in a way that achieves maximum productivity within the service quality standards established. For paratransit services in total, not including non-emergency stretcher service, the County has established a productivity goal of providing at least 1.6 one-way customer-trips per vehicle-revenue-hour. For purposes of measuring productivity, a “one-way customer trip” is defined as travel from a pick-up point to a destination point by one (1) eligible customer. The count of one-way customer trips will not include PCAs, companions, or escorts. Also, for purposes of calculating productivity, vehicle-revenue-hours shall be calculated by the scheduling software.

Run Coverage

It is the County’s goal that all scheduled runs be covered and that all runs pull-out on-time. The Contractor must maintain an adequate pool of drivers to ensure run coverage and on-time pull-outs. The Contractor also must have spare drivers scheduled and on duty at pull-out times to ensure coverage of scheduled absences and same day callouts.

Road Supervisors or other staff also should not be relied on to regularly serve as spare drivers. The County has established a goal of having 100% of all scheduled runs pull-out within five (5) minutes of the scheduled time. Persistent, ongoing issues with driver availability, run coverage or pull-out will be grounds for termination of the Contract.

Proposers should provide options to meet demands for trips and runs during peak service times, non-core service hours and days, and for overflow service. Cost saving alternatives will be viewed favorably.

Travel Training

The Contractor shall work with the County in regards to implementing the County’s transit travel training program to equip current and new riders with the information and demonstration techniques, which develops the life skill of using fixed route public transportation services.

Changes in service

County shall have the right to make changes in routes, schedules and other elements of work not involving extra cost and not inconsistent with the work to be performed.

In addition, County may make alterations or additions in routes or schedules to respond to the demands of special events and other occurrences, provided that if additional cost to the Contractor results therefrom, extra payment will be made by County in an amount equal to the

extended rate specified in the contract or as may be otherwise agreed to by County and Contractor in advance of such extra work.

Should County require changes in routes, schedules and other elements of work to respond to immediate issues impacting on-time performance, reliability, efficiency, or safety of services, Contractor shall implement such changes within thirty (30) calendar days from receipt of written notice to proceed by County.

County shall require the Contractor to work extended hours and weekends to provide transit services during the annual Bike Festival in Leesburg and other such events as the County deems necessary.

Neither the Contractor nor its employees nor employees of any approved subcontractor shall make any changes in service, routes, stops or other aspects of services without prior approval by the County.

Use of buses and equipment

Contractor understands that vehicles and equipment provided by County under this agreement shall be used only to provide services outlined in this contract. The Contractor's right to use the buses and equipment is merely a license that is terminable at will by County with reasonable notice, and such vehicles may not be transferred or assigned by the Contractor. Operation of vehicles utilized by Contractor in the performance of this agreement shall comply with all applicable Federal, State, and local laws and regulations governing vehicles used for common carrier passenger transportation.

Contractor agrees that any equipment and/or technology purchased by County for use by Contractor in fulfilling the terms of this contract, immediately becomes the property of County. County will also retain the right to determine the location of any equipment placed on County vehicles. The Contractor shall not make any modifications to County vehicles, equipment or facilities without prior written approval from the County.

County reserves the right to specify how many vehicles may be used for revenue service and/or on a County route. Any additional vehicles beyond the permitted number for any service must be approved by the County in writing prior to their use.

Vehicles with body damage shall be removed from service and shall not be placed back in service until repairs are made unless their use is specifically approved by the County.

The County may order that a vehicle be removed from service immediately if it fails to meet any of these standards.

Return of Equipment

It is hereby agreed that the County shall be entitled to immediate repossession of the vehicles and equipment in the event of:

1. Any change in the management or ownership of the Contractor including but not limited to, changes of officers or the sale of a majority interest in the business of the Contractor.
2. The filing of any bankruptcy, receivership, or reorganization of the Contractor under a bankruptcy law.
3. The dissolution, merger, consolidation, or sale of a majority of the assets of the Contractor.
4. Breach of this Contract.

Temporary suspension of work

County, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as County may deem necessary. The suspension may be due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of the Contractor.

The Contractor shall comply immediately with the written order of County to suspend the work wholly or in part. The suspended work shall be resumed when the Contractor is provided with written direction from the County to resume the work.

If the suspension is due to the Contractor's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of the Contractor, all costs shall be at Contractor's expense and no schedule extensions will be provided by County.

In the event of a suspension of the work, the Contractor shall not be relieved of the Contractor's responsibilities under this Agreement, except the obligations to perform the work which County has specifically directed Contractor to suspend under this section.

If the suspension is not the responsibility of the Contractor, suspension of all or any portion of the work under this Section may entitle the Contractor to compensation and/or schedule extensions subject to the Agreement requirements.

Accounting

The Contractor will maintain complete and accurate books of account that accurately and thoroughly reflect all fares and other revenues collected, and all expenditures made by the Contractor in connection with services at their Lake County operation. Such records will include the degree of detail and notations that are required by the County to comply with local, state, and federal reporting requirements.

All service costs incurred in the performance of this Agreement shall be recorded in an account separate from those used for other business activities of the Contractor.

Financial

Proposers must provide information demonstrating that they have the necessary financial resources to meet the requirements and to provide the services described in the Scope of Services. This information shall include:

1. Audited Balance sheets and income statements of the proposer for the last three (3) fiscal years.
2. Audited consolidated balance sheets of the proposer and its subsidiaries, if any, for the last three (3) fiscal years.
3. Audited statements of income and stockholder's equity, if any, and changes in the financial position of the proposer for the last three (3) fiscal years.
4. Un-audited balance sheets and income statements of the proposer and its subsidiaries, if any, for any interim quarterly periods since the close of the Proposers' last fiscal year.
5. A statement indicating whether or not the proposer, its predecessors, or its principles have been involved in bankruptcy. If so, provide details.
6. Evidence of ability to obtain the specified amounts of insurance in the form of a written commitment from an insurance company authorized to do business in the State of Florida.

Office Equipment and Services

The Contractor shall provide all copiers, fax machines and other equipment necessary to facilitate full operational status and shall be responsible for maintenance services for this equipment. A mid-range copier and state-of-the art fax machine also shall be provided to allow for reliable and efficient copying of run manifests and other documents and transmission of documents.

The Contractor also shall be responsible for the maintenance of all office equipment and shall have maintenance agreements that provide for same day servicing should equipment breakdown.

Access to Records

The County is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i). The Contractor agrees to provide the County, the FTA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representative.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Personnel Policies

The Contractor shall have in effect personnel policies that conform to all applicable state and federal laws and regulations including, but not limited to, all regulations concerning Equal Employment Opportunities, Federal Transit Administration (FTA) Drug and Alcohol Regulations, and Worker's Compensation.

The Contractor shall maintain at all times a current list of personnel assigned to the Contract and provide the County with an updated roster of all drivers each month.

Purchasing or consuming illegal substances or alcoholic beverages while in uniform shall not be allowed. It shall be the Contractor's responsibility to take appropriate action against an employee observed doing so. The policies for addressing such incidents shall be included in the Contractor's Drug and Alcohol Policies, as required by the FTA, and in compliance with the FTA Drug and Alcohol Regulations.

There is no smoking allowed on vehicles owned by the County or used to provide County service or anywhere in facilities owned by the County or used for County services.

The Contractor shall have established standards for recruitment and hiring of drivers. These standards shall be detailed and submitted for approval by the County. The County has the right to determine who may operate County owned vehicles or equipment.

Capacity Constraints

In accordance with ADA regulations, the Contractor shall work with the County to ensure that adequate capacity exists within the system to fully meet expressed demand. Information about the number and exact times of unscheduled trips and trips that very occasionally cannot be met shall be recorded, tracked and brought to the County's attention on an ongoing basis. The Contractor will then work with the County to plan for the capacity needed to ensure that adequate capacity is provided throughout the term of the Contract.

General Service Provision Standards

The Contractor shall meet the following objectives when performing the services under the Contract:

- (a) To serve the customer with excellent service.
- (b) To provide safe, quality, efficient, and cost-efficient and effective mobility services to eligible recipients and users of Lake County Public Transportation services.
- (c) To fulfill all requirements of the American's with Disabilities Act relating to complementary paratransit services comparable to levels of service on the LakeXpress fixed route bus service.
- (d) To meet all policies, procedures, and standards in providing eligible trips prescribed by the County, the Agency for Health Care Administration (AHCA), the Florida Commission for the Transportation Disadvantaged (CTD), the Agency for Persons with Disabilities (ADP) the Florida Department of Transportation (FDOT) and other local sponsoring agencies.

Notwithstanding any of the specific, desired requirements set forth in any section of this RFP or in any subsequent contract provisions, the Contractor shall ensure that all employees are hired, trained, tested and supervised, and all other aspects of service provision and management are conducted in compliance with the FTA Master Agreement, Applicable FTA requirements, Rule 14-90 of the Florida Administrative Code, Chapter 427 of the Florida Statutes, Chapter 41-2 of the Florida Administrative Code, requirements of the ADA (49 CFR Parts 27, 37, and 38), and other applicable state and federal laws, rules, regulations and requirements.

The Contractor and its personnel, including all subcontractors, must be familiar with these requirements for services operated in the State of Florida. Failure of the County to specifically cite or repeat any required service operations standard shall not relieve the Contractor of its responsibility to operate services in full compliance with all applicable federal, state and local laws. Further, if any specific operating requirements desired by the County conflicts with other federal or state laws and requirements, the Contractor shall bring this discrepancy to the attention of the County immediately.

Contractor must maintain a working knowledge of all the County transportation programs (i.e. Lake County Connection, LakeXpress and ADA).

Subcontracting

The Contractor certifies that no subcontracting of the transit service requirements covered in these Contract Documents shall be permitted by the Contractor without prior written authorization from the County. The County shall expect all requirements of this Contract to be fulfilled by the Contractor. All applicable requirements of this Contract shall be required of any subcontractor(s) that have been approved in writing by the County. The County's approval of any assignment, award or delegation shall not release the Contractor of any obligation under the Contract. The Contractor shall be fully responsible for the acts and omissions of the

subcontractors, and of persons either directly or indirectly employed by the Contractor, as the Contractor is for the acts and omissions of persons that it directly employs. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the County.

Complaints

Passenger and other complaints regarding service operation are an adverse reflection on both the Contractor and County. It is in the best interest of both parties under this Contract to minimize complaints regarding transportation services. All customer complaints will be handled by the Operator unless the call is received by the County directly and in such cases the County shall document the complaint and send it to the Contractor for resolution/response. Copies of all written correspondence from customers regarding the service shall also be forwarded to the County within two (2) business days of receipt.

The Contractor shall thoroughly investigate complaints and shall provide a detailed response of findings and proposed corrective actions within five (5) business days of the receipt or notification of the complaint.

Complaints logged as “Hot Issues” (Safety concerns, life threatening concerns, illegal activity, or others as determined by the County) must be investigated immediately and responded to within twenty-four (24) hours.

Each month a meeting will be held with the Contractor and County to review the complaints, results of the investigation, corrective action taken and processes. The purpose of these meetings is to communicate with the Contractor any changes that may be required and adherence to the goal of fewer than three (3) valid complaints for every 1,000 one-way customer-trips provided.

Proposers must detail in their responses the processes and staff that will be used to address complaints.

Definition of a Complaint

A complaint is defined as any written or verbal communication provided to the Contractor or County which adversely reflects on the operation of services as provided by the Contractor, or which relates to any incident involving a County-operated vehicle, operator, manager, customer service representative or other employee.

Investigation and Response

Every complaint, concern, suggestion, or commendation concerning personnel and service provided to or received must be investigated and a response developed. The Contractor shall not conceal any complaints from the County. If the Contractor conceals a complaint it may be considered a breach of this agreement.

Any complaints that concern bus safety issues, driver behavior, including rudeness, discourtesy, etc., that may result in disciplinary action must be thoroughly investigated with appropriate action taken and documented. Any complaint about bus safety must be submitted to the County's Fleet Manager and a copy to the Transportation Manager. Such vehicle shall be immediately removed from service until the County has addressed the safety issue.

Unless otherwise stated herein, all complaints must be investigated and responded to within seventy-two (72) hours of receipt.

Any complaints, suggestions, or commendations received by Contractor must be logged in the Route Match Complaint Module.

Accidents and Incidents

Drivers shall notify dispatch immediately upon the occurrence of any accident or incident involving any County vehicles used to perform the services hereunder. Following immediate telephone notification from the driver, the Contractor shall, within twenty-four (24) hours following the accident or incident, provide a written report to the County; provided, however, that if the accident or incident results in injuries or fatalities, or resulted in any party being transported to a medical facility, the Contractor shall immediately notify the County, with such verbal notification being given within two (2) hours of the accident or incident. The Contractor's standardized reporting forms used for incidents and accidents must be approved by the County.

The Contractor shall, within twenty-four (24) hours, provide the County with written notification and a copy of any claim or action for damages as a result of bodily injury or property damage resulting from the Contractor's operation of any vehicle. The written notice shall include the date and time the notification of the accident or incident was first received, the individual or entity making the claim, the basis of the claim, and, if applicable, the name of any individuals or other entities the claim is made against.

An "accident" is an event that causes damage or injury to a vehicle, individual, or property while the vehicle is in motion. It may involve a single vehicle or multiple vehicles.

An "incident" is defined as an event that causes damage or injury to a vehicle, individual, or property, which is not an accident.

Post-accident/incident, all vehicles must be inspected by the County before returning to service.

The Contractor is to maintain an accident/incident file, which shall include:

- (i) Copy of the driver's report.
- (ii) Copy of the completed standardized accident/incident report.

- (iii) Copy of the supervisor's report with drug and alcohol testing requirements documented.
- (iv) Copy of law enforcement reports.
- (v) Documentation of repairs performed as a result of an accident/incident.
- (vi) Documentation of any actions taken against drivers.

Proposers must detail in their proposals the process that will be used and the staff responsible for handling accident/incident records and reporting.

It is the County's goal to have less than one (1) preventable accident/incident for every 100,000 vehicle-miles of service provided. The Contractor shall provide County with a summary of accidents/incidents every thirty (30) days.

Safety and Training

The Contractor shall assume full responsibility for assuring the safety of passengers, personnel, and members of the public, and for assuring that the County's vehicles and Equipment are maintained at the highest possible level throughout the term of this Contract.

The Contractor shall adopt the County standardized System Safety Program Plan ("SSPP") and System Security Plan ("SSP") which meets the requirements of Chapter 14-90, FAC; prior to beginning work under the Contract. The SSPP includes management, vehicles and equipment operational standards.

The Contractor shall maintain written operating policies and procedures for each functional area of operation, and shall use these policies and procedures in training and day-to-day operations. The policies and procedures shall be designed to comply with federal, state and local laws and regulations, the requirements of the County, and shall cover any other aspect of service operation deemed necessary by the Contractor for safe operations.

This RFP contains minimum requirements for safe operation of transit services. The Contractor is responsible for identifying and implementing other service practices and procedures, not specifically mentioned in this RFP, that it deems necessary to ensure the utmost safety in the performance of the services required hereunder.

Contractor shall establish a safety committee, which shall include County staff to review all accidents and incidents and to categorize each as either preventable or non-preventable.

The Contractor shall consider the safety of customers, employees and the public as being of paramount importance in all aspects of service management and operations. Specific efforts to ensure safety shall include employee hiring, training and retraining to proficiency, effective safety programs, and effective service monitoring.

Safety of the passenger is one of the most important aspects of providing public transportation. The Contractor's safety record shall be evaluated based on the following:

1. Overall company safety record in public transportation fixed route and paratransit services. Please provide the accident/incident rates in accidents/incidents per 100,000 miles.
2. The safety record (accident/incident rate) of at least three (3) of the Contractor's previous or current public transportation contracts that compare in size and complexity to the services being proposed. The provided safety records shall also include a list of any insurance claims valued over \$25,000 that was paid by the Contractor.

The Contractor shall provide a summary of their Safety Program. Safety Programs may include customer relations, defensive driving, refresher training, safety meetings, safety incentives, etc.

The Contractor shall provide a summary of their emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.

Contractor shall explain the creation and role of their Safety Committee in developing and ensuring a team approach to maximizing operational safety, as well as the composition of said Committee.

Contractor shall develop, implement and maintain formal procedures to be used by road supervisory personnel. These procedures shall be submitted to the County as part of the Contractor's proposal. Contractor must submit a description of the formal safety programs that will be used to encourage safety in the operations of this system. The Contractor shall submit a description of practices used by the Operator in handling routine incidents and accidents.

The Contractor shall list all modules of training for all positions and time allotted for each module, qualifications of trainers, and certifications for successful completion of training. Also, list any and all ongoing training which will be used.

Driver training shall include passenger assistance training, defensive driving, familiarity with policies/procedures, wheelchair securement, disability awareness, communication (radio or cell phone) use, operation of vehicle features manifest completion, and map reading.

The Contractor shall provide their drug policy complying with federal and state laws relating to drug testing and drug education to maintain a drug-free workplace.

The Contractor shall provide a detailed description of all training that will be provided to each operator, safety, customer service and administrative personnel throughout the contract term.

The Contractor will detail how schedulers will be trained to use the Route Match scheduling program to schedule demand response trips and track data, as required by County in the most efficient manner that will maximize productivity and/or service quality.

The Contractor shall submit a calendar of classes showing how Contractor will meet the minimum hours of operator training requirement. This calendar must show how Contractor will meet the minimum number of operators for start-up.

The Contractor shall submit a sample of the classroom training program content and the behind-the-wheel program content in outline form. Provide sample documentation of course material currently used for operator instruction. Submit an outline, or current procedure, used for on-going/refresher training of operators.

The Contractor shall indicate the number of instructors that will be required to complete start-up and ongoing training, both classroom and behind-the-wheel instruction (indicate temporary start-up training personnel vs. permanent training personnel). Indicate which of the Contractor's instructors are local and familiar with the geographic area of County and routes proposed.

The Contractor shall provide documentation of their training program designed to meet the FTA Security Awareness Training. This documentation must indicate all other training requirements for dispatchers, road supervisors, and other support staff that Contractor anticipates for the start-up phase of operations.

The Contractor shall have on-going mechanisms, including monthly driver meetings, to capitalize on feedback. The County shall be allowed to participate in monthly driver and CSR meetings.

The Contractor shall develop, implement and maintain a formal training and retraining program for all drivers in accordance with Federal and State laws. Training should include ADA and sensitivity training in providing customer service to distinct populations, such as the elderly, persons with disabilities, and culturally diverse groups. The training curriculum must be provided as part of this submittal. The program must provide a fixed minimum number of hours of training for new employees, including classroom instruction, behind-the-wheel training under supervision of a certified instructor, and in-service training. Contractor must detail training provided to operators who are designated to operate services for special needs persons for County. The County reserves the right to reject or recommend changes to proposed training plans.

It will be the responsibility of Contractor to train drivers to ensure good conduct of passengers on the buses. The program must provide formal retraining measures, including criteria for determining the success of retraining efforts.

Reporting Requirements

The Contractor shall provide reports as detailed by County herein. The Contractor shall provide the County with additional information and reports during the term of the Contract as requested by the County, so long as such additional reports are within the reporting capabilities of the automated reservations, scheduling, dispatching and management system provided to the Contractor. Contractor's staff shall be proficient in using the automated system to generate special data and reports.

All records, vehicles, and drivers may be inspected daily through spot checks, monthly through reporting, and quarterly through full audits. Inspections will be made without notice and all records must be current and readily available at all times. The Contractor must maintain a self-monitoring program to assure compliance between audits.

Contractor shall submit operating data and related information to the specification and satisfaction of County. As County needs for data change from time to time, Contractor shall assist County in implementing revised data collection procedures and methods. All data collected by the Contractor shall be available upon request for audit and inspection by the County. Failure to provide data and information upon request may result in termination of the Contract. Contractor shall prepare and submit Medicaid and other billings reports to the County as directed by the County.

Monthly reports shall be provided by the fifteenth (15th) day of the following month, quarterly reports shall be provided by the fifteenth (15th) day of the month following the end of the quarter, and annual reports shall be provided by the fifteenth (15th) day of the month following the end of the County's fiscal year, which runs from October 1st through September 30th.

MONTHLY REPORTS

Contractor shall identify, record, and report to the County, on a monthly basis the number of all paratransit trips made. The report shall identify the number of passengers by program or grant, trip purpose, and trip type.

The report shall include monthly expenditure of funds by program or grant, and shall detail demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall indicate whether the number of trips is less than or exceeds the monthly budget and the year to date budget.

The Monthly Operating Report shall include, at a minimum, the following data:

- Total one-way eligible customer trips requested
- Total capacity denials
- Total eligibility denials

- Total trips refused
- Total trips scheduled
- Total trips scheduled more than 60 minutes from requested time
- Total advance cancellations
- Total late cancellations
- Total no-shows
- Total missed trips
- Total trips provided to eligible customers
- Total PCAs transported
- Total companions/escorts transported
- Total customers (eligible customers, PCAs, companions)
- Total eligible customer will-call trips
- Total vehicle hours (pull-out to pull-in)
- Total vehicle-revenue-hours (first pick-up to last drop-off less scheduled breaks)
- Total deadhead vehicle-hours
- Total vehicle miles (pull-out to pull-in)
- Total revenue hours (first pick-up to last drop-off less scheduled breaks)
- Total deadhead vehicle miles
- Number and percent of on-time one way trips
- Total unmet trip requests by type, and the reason the trip was denied.

The information shall list the trip type, medical, nutritional, employment, educational, etc.

The Monthly Operating Report shall also contain a daily summary of telephone performance. Performance for each separate call group (reservations, dispatch, general information) shall be provided. The Report shall include:

- The number of calls received;
- The number of calls answered;
- The number of abandoned calls;
- The average hold time for all calls by hour for each day;
- The maximum hold time for all calls by hour for each day;
- The average and maximum hold times for abandoned calls;
- The average talk time;
- The number of agents on duty by hour of each day.

The Contractor must immediately notify the County when their phone system is not operational. The Contractor must have a system in place to periodically check the phone system to make sure it is operational at all times service is being provided.

The Contractor shall compile and present, on a monthly basis, the required data to complete the Annual Operating Report (AOR) and National Transit Database (NTD) reports, in the specified format. The Contractor shall submit to the County consolidated annual data for the AOR on an annual basis for the year ending June 30th for submission to the Commission for Transportation Disadvantaged (CTD).

The Contractor shall provide the County a written performance report reflecting the operations of the prior month (collectively referred to as “Performance Measures”). Each monthly report will include the following items:

- The scheduled and actual hours for each fixed route.
- The actual ridership by transportation mode (Fixed Route, Door-to-Door, ADA complimentary services, charter, and special events in the form of the official Contractor Monthly Ridership Reports.
- A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances for fixed route.
- Contractor Fixed Route Performance report which reports and ranks each route monthly based on the following:
 - Subsidy per passenger trip
 - Passengers per revenue hour
 - Passengers per revenue mile
 - Vehicle miles
 - Percent farebox return (percent of operating cost recovered through farebox)
 - Scheduled and actual Revenue Miles.
 - Scheduled and actual Revenue Hours.
 - Changes to staffing.
 - A historical record describing route changes including, but not limited to:
 - a. Addition of Route(s)
 - b. Elimination of Route(s)
 - c. Combination of Routes
 - d. Addition of Evening Service
 - e. Addition of Weekend Service
 - f. Other Route Scheduling Changes
 - g. Running Time Adjustments
 - h. Fuel consumption per mode
 - i. Any other information the County reasonably requests.

The following additional reports shall be submitted to the County on a monthly basis:

- Invoice/Summary
- General Manager report
- Fixed route Manager report
- Safety Manager report
- Paratransit Manager report
- Fixed route monthly summary
- On-time report
- Fuel consumptions report
- Fuel report
- Open management positions
- Road supervisors driving credit

- Staffing level report
- Accident/Incident report(s)
- National Transit Database (NTD) Report (miles, hours, etc.)
- DAR missed service results
- Customer Service complaint summary
- List of buses detailed during the month
- Road call Report – the road call report should be clearly delineated whether the service needed was “preventable” or “non-preventable”. “Preventable” Road calls result from deficiencies in regular routine maintenance, bus operator error, training errors and oversight, maintenance technician oversight or related issues. “Non-preventable” road calls are those which could not be anticipated. The County reserves the right to negotiate road call preventability categories during the post-award, pre-initiation process. A Road Call Report shall be generated each time there is a road call. The Contractor shall maintain a log of all such calls to determine the cause, time, frequency, and any other relevant information.
- Medicaid No Show and Performance Measure reports are due to the County by the 8th of each month.
- Detailed Complaint Report.

Contractor shall be required to submit reports (i.e. Disadvantaged Business Enterprise (DBE) reports) as required by the Federal Transit Administration (FTA), including reports related to subcontractors and work performed by them, to ensure 1) continued eligibility for federal funding and 2) the ability to finance operations and preventive maintenance efforts with such funding.

Unless otherwise waived by the County, Contractor shall submit a “Monthly Contractor Staffing Report” with its monthly invoice that must report any position vacancies, turnover rate since the start of the current fiscal year, number of regular hours performed by non-salaried staff (by position category), number of overtime hours performed by non-salaried staff (by position category), and monthly salaries and benefits paid (by position category).

This report shall further include the names of each employee, seniority with the Contractor’s organization and seniority under the County contract with Contractor, if different, and individual status as a part-time, temporary or full-time employee. Contractor shall provide additional staffing details as required by County.

DAILY REPORTS

Contractor shall provide daily reports for the County reporting the following: 1) missed trips; 2) on-time performance or load issues; 3) revenue miles and hours, deadhead miles and hours, 4) road calls and reason, and; 5) bus swaps and reason; 6) coordination issues with Lynx, 7) pullout issues; and 8) the amount of time the road supervisors spent performing duties other than supervising.

The Contractor shall be responsible for the provision of daily reporting capabilities generated by the Automatic Vehicle Location system. The Contractor must maintain daily transaction reports

for compilation into monthly report summaries for fares, pass sales, customer contacts including walk-in, telephone, internet and fax.

The following reports shall be submitted to the County each weekday morning with information for the prior day. Information for Friday, and Saturday is to be submitted on Monday mornings.

- Fixed Route/Paratransit/ Deviated fixed route trip counts
- Daily Fare box total
- Manual count of all tickets
- Fixed route and paratransit dispatch logs
- Written Accident/Incident Reports to include Police Report within one day of occurrence (upon occurrence). Verbal report to designated County staff within two (2) hours of the accident/incident.
- Completed Customer Service Reports
- Daily Activity Report (DAR/) missed service report
- Vehicle Down Report – should document all County-owned vehicles, the total number of days down.

QUARTERLY REPORTS

- Safety Manager Ride Check Reports
- DBE procurements report
- Drug and alcohol program report

ANNUAL REPORTS

- Drug and alcohol MIS report
- NTD Report (Miles, hours, etc.)
- AOR Report

NATIONAL TRANSIT DATABASE (NTD) REPORTING

The Contractor shall accept responsibility for accurately providing the County with the information that is to be reported to the National Transit Database. Contractor shall also assist the County in any audit/review conducted by FTA, FDOT, or other regulatory or funding partner.

The Contractor shall track NTD Revenue Service Miles and Hours, NTD Total Miles and Hours, and report totals on a monthly and yearly basis. NTD Revenue Service Miles/Hours, Deadhead Miles/Hours, and Total Miles/Hours, are defined as:

a) Revenue Service (Miles/Hours): The time when a vehicle is available to the general public and there is an expectation of carrying passengers. These passengers either directly pay fares, are subsidized by public policy, or provide payment through some contractual arrangement.

b) Deadhead (Miles/Hours): The miles and hours that a vehicle travels when out of revenue service. Deadhead includes:

- 1) Leaving or returning to the garage or yard facility, or
- 2) Changing routes and when there is no expectation of carrying revenue passengers.

c) Deadheading:

- 1) Vehicles traveling from a dispatching point to the first passenger pick-up point are considered deadheading and are not included in revenue service. Therefore, do not report this travel as NTD revenue service miles/hours.
- 2) Vehicles traveling back to a dispatching location are considered deadheading. Do not report this travel as NTD revenue service miles and hours.
- 3) Vehicles traveling with or without passengers while available to carry passengers between pick-up/drop-off points are considered NTD revenue service miles and hours.
- 4) If vehicle storage and maintenance locations are different from the dispatching locations, travel between any of these locations is considered deadheading.

d) NTD Revenue Service Miles/Hours: NTD revenue service miles and NTD revenue service hours include all travel and time from the point of the first passenger pick-up to the last passenger drop-off, excluding lunch-breaks if any, as long as the vehicle does not return to the dispatching point. In addition, NTD revenue service miles/hours include the distance and time to pick up the next passenger. This data is actual (not scheduled) and shall be input into the Route Match System.

e) NTD Total Miles/Hours: the distance and time from gate departure to gate return, excluding lunch-breaks, if any. NTD Total Miles/Hours include revenue service and deadheading to and from the garage or yard facility. Vehicle Pre/Post-Trip Inspection time, Training and Maintenance travel and time are not included in NTD Total Miles and Hours. This data is actual (not scheduled) and shall be input into the Route Match System.

Emergency Procedures or Declarations

In the event that the County has declared a state of emergency, the Contractor shall transport persons with special needs to appropriate shelters or other medical facilities as determined by the Health Department Director or designee. The Contractor may also be required to transport others at the direction of the Emergency Management Director or designee. Contractor shall provide any information required for the County to claim emergency or disaster grants or

reimbursements from the State and/or Federal government. Contractor must maintain detailed records of all persons transported under this provision as well as driver hours and fuel usage.

The Contractor shall develop, implement, and maintain formal written procedures to respond to emergencies, which from time to time occur in the course of providing daily transit services. A sample copy of the written procedure shall be provided with the initial proposal.

Such occurrences to be addressed include, although are not necessarily limited to:

1. In-service vehicle failures.
2. Fixed route buses operating more than fifteen (15) minutes behind published schedule.
3. Paratransit buses operating more than thirty (30) minutes behind promised schedule.
4. Lift failures on buses in service.
5. Passenger disturbances
6. Passenger injuries and vehicle accidents/incidents.
7. Buses running out of fuel in vehicle service.
8. Any cross fueling of vehicles.

FUNDING REQUIREMENTS

County and Contractor agree that Contractor shall only invoice the County for its services and that County is responsible for invoicing any and all third party payers. Such data shall be provided on a timely basis in order to meet deadlines required by third party billers.

The Contractor shall provide data in an appropriate format to allow County to perform all third-party billing. In instances where the County is required by the third-party payer (i.e. Medicaid, FDOT) to submit the invoice, the Contractor shall provide assistance as requested by the County. The Contractor shall adhere to Medicaid and other guidelines and contracts between the County and funding agencies with the exception that the reimbursement mechanism between County and funding agencies shall not impact the amount paid by County to Contractor. Contractor shall not be paid for any trip in violation of these guidelines and contracts if such violation is caused by Contractor error. Contractor shall reimburse the County for any trips that the Contractor provides to individuals who did not qualify for services or who were outside of the County's service area. The Contractor is expected to compensate the County for any shortfall in revenues. Shortfalls will be determined based on a comparison of the revenue report as compared to the patronage report and actual bank deposits.

County reserves the right to audit revenues contained in each fare box vault. Contractor shall count cash, coins, tickets and miscellaneous items every day and prepare appropriate deposit slips and reports.

MARKETING

Contractor shall assist County in developing and maintaining a marketing program throughout the term of this Agreement in order to maintain the ridership base as well as attracting new riders to the proposed service. Activities may include booths at school functions, expositions and community events and employer visits. Contractor shall provide the County with sixty (60) hours of free service associated with the marketing function each year and additional service shall be billed an hourly rate that is agreed upon between the Contractor and County.

MEETINGS

There will be times when the services operated by the Contractor are the topic of discussion at public meetings (Board of County Commissioners, Transportation Disadvantaged Coordinating Board, MPO Boards, etc.) Contractor management staff shall be required to attend such meetings at no additional charge to the County.

Contractor shall be present and responsive at audits or Federal Triennial Reviews as requested by County for reporting on ADA policies, practices, or activities performed by Contractor's staff. Contractor shall be immediately available for such events.

Whenever possible, County will notify the Contractor in advance of particular concerns that might be raised. Should comments be directed to Contractor operational issues, the Contractor shall submit to County within seven (7) calendar days a plan to address the issues discussed.

Contractor shall meet weekly with County Staff to address issues of concern regarding fixed route service, paratransit service, maintenance issues, safety concerns, and any other issues germane to the transportation program.

Contractor is also expected to review and comment on plans, equipment purchases, operational changes and related proposals of County. Additionally, Contractor is expected to advise County on suggestions that will improve service effectiveness, efficiency and/or safety.

ROUTE MATCH SCHEDULING SYSTEM

(Paratransit Services)

The Contractor shall staff and perform scheduling services on software provided by the County, including but not limited to call intake, screening for eligibility, and complaint resolution.

Contractor will observe and enforce trip-by-trip eligibility and will only schedule trips that meet the criteria for eligibility. Contractor is responsible for accurately determining whether a

requested trip meets trip eligibility requirements. Contractor will be responsible for mailing out eligibility applications and approving or denying them for ADA and TD services.

Contractor will be responsible for entering certified customer information into the Route Match system and maintaining an up-to-date database of eligible customers.

Contractor shall be responsible for documenting same day service issues and adding same day dispatch notes into the Route Match system.

The County currently uses Route Match 5.5 and Route Match CA for reservations, scheduling, dispatch, and management of the paratransit and fixed route service. The County has purchased licenses for several installations of the software needed in reservations, scheduling, and dispatch, as well as administration. The County has an ongoing service and maintenance contract with Route Match for needed maintenance and support of the system as well as periodic review and refining of the system's parameter settings. The Contractor will communicate directly with Route Match for support of the system. The Contractor will contact Route Match Customer Care in the event of application trouble with the system or ITS equipment. Installation licenses and maintenance and service contracts will be paid for by the County and in place prior to the start date of the Contract to allow the Contractor to use the system and train employees in its use.

The County will be responsible for working with Route Match and the Contractor for any required final customization to the system needed to meet the terms of this RFP and the Contract. The County shall have full access to all settings and parameters. The Contractor shall have limited access to key system settings and parameters as determined by the County.

The Contractor will be responsible for all costs associated with training employees to proficiency on the use of the Route Match system. This shall include initial training, semi-annual refresher training and updated training, as needed, should there be system upgrades.

Proposers shall detail the experience of all key staff with the Route Match software and Crystal Reports as part of their submittals. Current knowledge of and experience using the Route Match system and Crystal Reports will be considered beneficial in the evaluation of proposals.

Software Parameter Settings

Parameters shall be set in the automated reservations, scheduling and dispatch software to be consistent with service policies and standards. Parameter settings in the system will be controlled by the County. If changes in parameter settings are desired or needed, the changes shall be communicated by the Contractor to the County along with reasons and supporting documentation.

The Contractor will work with County to fine-tune settings to allow the system to develop schedules that accurately reflect real operations. This shall include gathering actual vehicle travel

speeds by area and time of day and using this information to fine-tuning speed settings. The Contractor also shall assist with testing of new parameter settings and “what if” scenario testing to fine-tune parameters in the system.

All trips shall then be scheduled to allow for compliance with service policies and standards (on-time pick-ups and arrivals, travel times, etc.) given the parameter settings in the system. If schedulers override the system and manually add trips to runs that result in system violations, a notation shall be added to the trip record explaining the reasons for the scheduling action.

Vehicles

The Operator shall use County-owned vehicles to provide all services as specified by the County. Vehicle exteriors for paratransit shall be primarily all white in color with blue stripes. Fixed route will be white with blue and green stripes. Each vehicle used in revenue service shall have County signage displayed on each side of the vehicle and on the rear of the vehicle. The signage will be installed by the County.

Contractor shall not place advertising on any vehicle used to provide services under this Agreement without the written consent of the County. The County has a contract in place with a separate vendor to handle advertising and the Contractor shall coordinate and work with such vendor when necessary for the placement of any approved advertising; provided, however, that the Contractor shall not limit the scheduling of any vehicle based on a request from an advertiser to restrict movement to a particular geographic area.

Contractor shall be responsible for any fines incurred in the operation of any County-owned vehicle, including parking violations. Contractor shall additionally be responsible for any and all toll violations incurred. Toll violations and associated fines shall be deducted from Contractor’s monthly invoices. Continuous toll violations can lead to liquidated damages. The Contractor shall hold the County harmless for any fines, accidents/incidents, penalties, or citations imposed because of operation of the vehicle caused by their employees.

Operator must ensure that the keys to the vehicles are kept in a secure location to prevent the theft or unauthorized use of a vehicle.

Contractor shall tag lost articles left on vehicles with the day, route number, description of the article, and driver’s name. Articles shall be delivered to the County by 11:00 a.m. Monday through Friday for articles lost on the previous day. County shall maintain and/or dispose of the items pursuant to the applicable Florida Statutes.

Contractor shall operate paratransit services during the same hours as the fixed route services as mandated by the Americans with Disabilities Act (ADA). Fixed route service shall be operated in strict accordance with timetables published by the County. Failure to do so will result in liquidated damages.

County Vehicle Maintenance Requirements

All vehicle maintenance shall be provided by the County. Vehicle cleaning shall be done by the Contractor. The Contractor may use the vendor the County has under contract to clean the vehicles.

The County shall maintain vehicles in such a way as to, at all times, protect the safety of customers and ensure the most reliable service possible. Upon the County's determination that the vehicle is not operational or drivable, the County shall contact the dispatch office and Contractor shall send a relief vehicle and/or driver to resume service as soon as possible. All maintenance, repairs and inspections shall be in compliance with manufacturers' requirements, Rule 14-90 of the Florida Administrative Code, as well as any requirements included by the County in this section.

As the County performs maintenance a vehicle may be "red tagged." A vehicle that has been "red tagged" shall not go into service and/or shall be immediately removed from service. A "red tagged" vehicle may not be released for service until such time as the problems associated with it have been rectified by the County. The following are examples (not all inclusive) of reasons why a vehicle may be "red tagged:"

- Safety equipment missing;
- Wheelchair lift inoperative;
- Wheelchair lifts brake interlock inoperative;
- Wheelchair lifts restraints missing/inoperative;
- Inadequate A/C cooling output;
- Tires: Flat, worn, embedded objects/bald;
- Customer door interlock inoperative;
- Headlights out;
- Taillights out;
- Turn signals out or inoperative;
- Horn not working;
- Windshield wipers not working;
- Engine smoking excessively;
- Fluid leaks;

- Coolant leaks;
- Exhaust system leaking or damaged;
- Steering with excessive play;
- Loose or missing lug nuts; and
- Any noncompliance with Federal Motor Vehicle Safety Standards and other governing agency safety or vehicle operation regulations.

Contractor Vehicle Cleaning Requirements

The Contractor shall maintain the vehicles in accordance with the following requirements:

1. Vehicle interior cleaning shall be done on a daily basis, including at a minimum, but not limited to, the following:
 - Cleaning the inside of all windows including removing all dust, fingerprints and other smudges from the area.
 - Removing all dust from seats, dashboards, wheel wells, rails and ledges.
 - Sweeping all floor areas and mopping all liquid spills.
 - Ensuring the bus is free from all paper, trash, gum and other debris.
 - Repairing or scheduling the repair of all broken or damaged seats and upholstery.
 - Removing or scheduling the removal of all graffiti.
 - Scheduling repairs for all broken mirrors, windows and body damage.
2. The exterior of all vehicles shall be washed at a minimum once per week.
3. The Contractor shall comply with the all of the State's Storm Water Runoff Act requirements under the Federal Clean Water Runoff Act when washing vehicles.
4. At a minimum, every thirty (30) days, the interior of every vehicle shall receive a complete, major cleaning which shall be documented in writing and shall include the vehicle number and date of cleaning.

Contractor shall provide a report to County every Monday morning indicating which vehicles received a major cleaning for the prior week.

Monthly major cleaning shall include at a minimum, but not be limited to the following:

- Cleaning the ceiling, sidewalls, windows, ledges and dash.
- Cleaning all seats.
- Mopping the floor, removing all gum, dirt grime and other debris.

5. Vehicles shall be periodically fumigated, as needed, to prevent insect or rodent infestation. Vehicles shall also be fumigated following any spills or incidents resulting in unsanitary conditions or strong odors.
6. The County may inspect, unannounced and announced, the vehicles at any time, either at the Contractor's location or while the vehicle is in service for cleanliness. If vehicles are inspected by the County staff and found not in compliance with vehicle cleanliness or aesthetic requirements, written notice will be served.
7. Contractor shall be responsible for all costs of repair to vehicles for damage from collision, vandalism, or any other cause which occurs while such vehicle is in the possession of Contractor or its employees or agents.
8. Contractor shall be charged for all costs incurred by County for responding to non-maintenance road calls. Non-maintenance road calls are defined as any time the County responds to a call for assistance from Contractor, or Contractor's employees, in which the failure of the vehicle to operate is due to driver error or negligence, rather than to an actual mechanical failure of the vehicle.

Examples include, but are not limited to, (i) a driver not properly latching the lift door resulting in vehicle failure to start; (ii) running out of fuel while in service; (iii) driver not properly trained on the use of the vehicle; (iv) driver putting diesel fuel in an unleaded only vehicle or vice-versa; (v) driver dropping cell phones in the engine, etc.

The County shall deduct such charges from the Contractor's invoice.

9. The Operator shall be responsible for paying for all repairs of all vehicles as a result of accidents/incidents. It is the County's objective that such repairs begin within seven (7) days of the day of the accident/incident unless extenuating circumstances prevent the repairs from commencing. All body damage or accident/incident damage must be repaired and inspected before the vehicle is returned to service, unless Fleet approves for it go back into service before the repairs are made.
10. Contractor will ensure that the buses and other equipment returned to the County on the termination date in the same condition as when they received them, normal wear and tear excepted. Should Contractor return any bus or equipment prior to the termination date for any reason, it will be in the same condition as when delivered to the Contractor, normal wear and tear excepted. Without limiting the foregoing, the steering, suspension, body, brake, and drive train components of any bus returned to the County at any time must, at the time of its return, meet OEM specifications and manufacturer safety standards unless such vehicle has exceeded its useful life.
11. Special attention must be paid to vehicles operating in the paratransit service due to the nature of the patronage. Any bodily "releases" must be thoroughly cleaned and sanitized before the vehicle is returned to revenue service. The County will, at its discretion,

perform periodic inspections of the vehicles to ensure proper cleaning procedures are being employed.

12. Contractor shall ensure that:

- All ITS equipment shall be functional at all times. All subordinate equipment necessary to actuate the operation of County-owned ITS equipment shall be functional.
- The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus.
- Contractor shall note all heat and A/C malfunctions. When such equipment is no longer operable the vehicle must be removed from service.
- Seats shall be maintained in proper operating condition at all times. All tears, gum, graffiti, and other damage shall be repaired in a professional manner immediately upon their discovery.
- Contractor shall report seat insert covers that are worn or cannot be professionally repaired.
- All vehicle body damage must be professionally repaired as soon as possible, but no longer than two (2) weeks of occurrence.

13. The Contractor shall provide their proposed procedures for Vehicle Breakdown / Accidents / Incidents

- The Procedure should describe the procedure to continue transportation service on time and as scheduled when a trip is interrupted by a vehicle breakdown or accident/incident.
- The procedure should describe the proposed notification procedures employed in the event of an accident/incident, vehicle malfunction, or no-show.
- The procedure should describe the proposed process for responding to, investigating, and taking corrective actions when an accident/incident occurs.

Use of Fuel Cards

Contractor shall comply with the County policy and rules regarding the use of the fuel cards if this option is used.

- The County shall invoice the Contractor for any charges made to County fuel cards that are not substantiated by a receipt and Contractor shall remit payment to the County within ten (10) calendar days of the date of the invoice.

- If the Contractor terminates an employee who holds a County fuel card, and charges are made to that fuel card after the date of termination, the County shall invoice the Contractor for such charges and the Contractor shall remit payment in the time stated herein.
- Contractor shall record the amount of fuel dispensed into each vehicle each day along with the accurate vehicle mileage to ensure that fuel is not being pilfered.
- The Contractor shall ensure that drivers do not share pin numbers.
- Contractor shall ensure that drivers enter accurate odometer readings during each fuel fill up. Failure to do so will result in liquidated damages being assessed.
- The Contractor shall keep a log of each time a supervisor uses a fuel card that shows the date, time, vehicle number, number of gallons, odometer reading, location and the reason why the card was used. This log shall be submitted to the County along with the fuel report each month.

Daily Pre-Op Inspection, Vehicle Defect Cards

The Contractor shall require each driver to complete a pre-operational inspection prior to the beginning of any shift. The driver shall submit a written report indicating the condition of the vehicle and listing all defects and deficiencies likely to affect safe operation or cause a mechanical malfunctions.

In accordance with 14-90, FAC, the inspection must include and test the following parts and devices to ascertain that they are in safe condition and good working order:

- Service brakes;
- Parking brake;
- Tires and wheels;
- Steering;
- Horn;
- Lighting devices;
- Windshield wipers;
- Rear vision mirror;
- Customer doors;
- Exhaust system;
- Equipment for transporting wheelchairs;
- Safety, security, and emergency equipment; and
- Communications equipment, including two-way radios, Tablets and Camera's also shall be tested prior to each shift.

Daily Vehicle Inspection (DVI)

Each driver shall inspect his/her assigned vehicle to ensure that it meets with state safety requirements before pulling out of the yard. If there are any defects, the driver must enter the defects on their daily vehicle inspection form. If there are no defects, the driver must sign and date the daily vehicle inspection form prior to leaving the yard.

The daily vehicle inspection form shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Any identified defects must be brought to the attention of the Supervisor on duty and the maintenance staff on duty.

Defects must be inspected and appropriate action taken and documented. Any required work shall be noticed and provided to the County Fleet Division.

The Contractor must identify their proposed protocol to be followed regarding issues found during the (DVI) and how that will be coordinated with the County's Fleet Division.

All wheelchair lift/ramp-related equipment will be inspected, serviced, and lubricated at intervals necessary to ensure that the wheelchair lifts/ramps are fully operational whenever the vehicle is used in revenue service. Records will be maintained in regards to the maintenance and inspection of all such equipment. All wheelchair securement devices shall be inspected, serviced and maintained at intervals necessary to ensure that the equipment is fully functional whenever the vehicle is used in revenue service. If any securement device or straps are missing, Contractor shall bear the sole responsibility for replacement. Records must be maintained in regards to the maintenance and inspection of all such equipment.

Brake inspections and adjustments shall be performed at intervals that ensure the safe and efficient operation of the braking system. County shall maintain brake systems so as to minimize brake noise.

All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound, and undamaged condition at all times. Repairs to damage (including body, and all bus appurtenances) shall be made as soon as possible, but no longer than within two (2) weeks of occurrence.

All odometers for vehicles must be inspected on a semi-annual basis to ensure proper mileage reporting. The Contractor shall immediately notify the County if an odometer or gauge is found not to be working.

County shall equip each vehicle with:

- (a) A dry chemical fire extinguisher, type 1A:BC, bearing the label of Underwriter's Laboratory, Inc., of five (5) pound capacity equipped with a pressure gauge, mounted and easily accessible to the driver.
- (b) A first aid kit with a minimum of twenty four (24) units as specified by the Florida Department of Transportation, Public Transit Office, Technical Specifications for

Modified Vans (Document FVPP00-01-MV), mounted at a location easily accessible to the driver.

(c) Three safety triangles secured in a convenient location which will not interfere with customers.

(d) Blood borne pathogen spill kits ("Bio-Hazard Kit").

The Contractor shall maintain a current vehicle record containing the following information:

- Make
- Model and Year
- Vehicle Identification Number/Serial Number
- Engine Type/Year/Serial Number
- Diesel Emissions Control Strategy Type, Make and Serial Number of all
- components.
- Transmission Type/Year/Serial Number
- License Number
- Date Received
- Fuel Consumption (i.e., gallons/miles) for each vehicle

Telephones

The management and operation of the transportation service will require a state-of-the-art voice telephone system and telephone device for the deaf (TDD). These services and equipment shall be procured and maintained by the Contractor.

Main Service Voice Telephone System

Adequate telephone numbers shall be used by the Contractor for the main operation of the Lake County Public Transportation Division services. This includes local service numbers for Lake County Connection (352-326-2278), LakeXpress (352-326-8637), and a toll-free number (800-792-7003) to meet the requirements of Medicaid. Another number is used for TDD calls, and a fifth number is a dedicated fax line. As necessary, the County will work with the telephone company and the current contractor (as needed) to arrange to have these numbers continue to be assigned to County services. The current local service and toll-free numbers shall remain with the County should a change in contractors be required in the future.

The Contractor shall provide a state-of-the-art Automatic Call Distribution (ACD) telephone system that will place calls made to either the local service or toll-free number into a central queue. The system will be capable of handling multiple call groups and caller options and have the capability of adding recorded messages either at the "front-end" or in each call group. The phone system should have such features as follows:

"3" to check on the arrival of vehicles for today;

“4” to make reservations for tomorrow or up to 7 days in advance, to cancel trips more than one day out, to make changes to future trips;

“5” for comments or suggestions;

“6” for questions about eligibility; and

“7” for cancellations less than 24 hours

“8” to contact the County.

The system shall allow callers to press “0” and be transferred to the main reservations call group or to remain on the line without making a selection and be transferred to the main reservations call group. The system shall be capable of having callers who make certain selections to be transferred directly to phones at the County. The system shall be capable of having calls redirected between call groups for times when the dispatch or customer service areas are staffed but reservations are not staffed.

The Contractor shall provide telephone headsets for all reservationists and dispatch staff to facilitate the efficient and comfortable accomplishment of their duties and to allow them to operate the Route Match system while handling calls. Extra headsets shall also be available so that should the equipment malfunction; there will always be an adequate spare supply.

The telephone system shall be set up to allow a reservations supervisor or management staff person to monitor call activity. This person shall be able to see the number of active and busy workstations, the number of callers in each call group queue and the longest hold times in each call group in real time.

LED display boards, linked to the phone system, shall be placed in the reservations and dispatch areas. These LED displays shall show real-time information about the number of callers in the queue and the longest hold time in the two main call groups (reservations and dispatch).

The system shall be capable of preparing daily telephone performance reports. These reports shall show call activity and call handling performance by hour of the day for each call group (including the total number calls received, the number answered, the number abandoned, the average hold time, the maximum hold time, and the average talk time). These reports shall be generated daily and reviewed by the Contractor’s managers to ensure that call performance standards are met.

The system shall be capable of capturing and reporting information not only about primary hold times, but secondary hold times (e.g., calls first taken in reservations but then transferred to dispatch or another call group).

The telecommunication system shall have recorded playbacks which the County shall have access to at all times to monitor customer service.

All main service (non-administrative) lines shall be recorded. The recording system shall capture and store conversations in a digital format. The recording system shall allow stored calls to be easily selected and reviewed for quality assurance purposes by times or days, by call group, and by client number. The Contractor will be responsible for retaining all recordings for a period of six months.

The system shall be capable of allowing the use of Interactive Voice Response (IVR) to allow for callers to use an automated system to request trips, cancel trips and/or access trip information within the Route Match.

It is the County's goal to have average telephone hold times of no more than three (3) minutes for any given hourly period of the day. This three (3) minute standard is to be achieved for ninety-five percent (95%) of the hourly time periods that a phone line in question is in operation, measured monthly. So, for example, if there are thirty (30) operating days in the month and the reservations call group/line is open nine (9) hours each day, there are 270 hourly periods that month for the reservations line/call group. Average hold times should be three (3) minutes or less for ninety-five (95%) of these hourly periods (or 257 of these time periods). There should be no pattern of long hold times for certain hours of the day, even if less than five percent (5%) of the hourly time periods have hold times in excess of three (3) minutes. For example, there should not be a pattern of average hold times exceeding two (2) minutes for the dispatch or customer service call group(s) during peak operating hours each day.

Contractor shall staff telephone lines dedicated to service requests. Contractor shall add Customer Service personnel or require re-training, if County determines that an unacceptable pattern or practice is established of service request callers being placed on "hold," because insufficient personnel is available to answer telephones or handle Customer Service duties.

Automatic answering devices or Interactive Voice Recognition (IVR) systems may be substituted for normal reservation taking; however, Contractor must implement a means for passengers to speak directly with a qualified Contractor representative to coordinate pick-up/drop-off or other service related information.

Drug and Alcohol Testing

The County adheres to US DOT/FTA federal regulations, 49 CFR Parts 40 and 655, governing mandatory drug and alcohol testing and education for "safety-sensitive" employees. Pursuant to these regulations, County requires that Contractors who "stand in the shoes" of County are

subject to these regulations, and must have a Substance Abuse Policy, a drug and alcohol testing program and provide training for its safety-sensitive employees.

Contractor is required to comply fully with all Department of Transportation (“DOT”) and Federal Transit Administration (“FTA”) regulations prohibiting drug use and alcohol misuse by all operators and maintenance personnel or employees of subcontractors performing safety-sensitive functions. The Contractor’s policy, testing program and training must comply with these regulations: 49 CFR Part 655, (*“Prevention of Prohibited Drug Use in Transit Operations and Prevention of Alcohol Misuse in Transit Operations”*) and 49 CFR Part 40, (*“Procedures for Transportation Workplace Drug and Alcohol Testing Procedures”*).

Contractor will be required to cause its prospective safety-sensitive employees who may be assigned to perform safety-sensitive duties for County to undergo pre-employment drug testing and make drug test result inquiries of prior DOT-regulated employers. Safety sensitive employees shall also be subject to post-accident/incident testing, reasonable suspicion testing, and random testing, and other tests as required by 49 CFR Part 655.

The Contractor must notify County’ Project Manager immediately of any violation of the regulations or failure to test. Any employee of the Contractor found to have violated the drug and alcohol regulations is subject to removal from duties under the contract, depending on the facts and circumstances of the situation.

Contractor must fully cooperate with County in such monitoring efforts, provide any requested documents or information, and comply with any corrective action that County requires of Contractor. Contractor further agrees to annually certify its compliance with Part 655 by December 1st of each year of the contract and to submit the Management Information Systems (“MIS”) reports before March 1st (for the prior calendar year) to County.

Contractor agrees to submit within thirty (30) days of award of the contract (1) verification that its safety-sensitive employees are included as part of a random testing pool; (2) a copy of Contractor’s substance abuse policy; and (3) the name of its third party administrator, if applicable. Failure to submit such documents within the prescribed time period, or failure to submit any other documentation relevant to the substance abuse testing requirements as required by County, may result in the Agreement being terminated for default.

The Contractor shall certify annually its compliance with Part 655 before February 1st of each year. To certify compliance the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. In addition to the annual compliance report, the Contractor agrees to provide the County with a copy of its policy; employee and supervisor training documentation; name and location of the collection site, laboratory, MRO, BAT, STT and SAP; a description of its random selection process; and quarterly management reports summarizing test results.

Contractor shall have a written Drug-Free Workplace Policy that meets Federal Transit Administration requirements for Drug/Alcohol testing of all safety sensitive employees to include pre-employment, random, post-accident/incident, and probable cause, return to duty, and follow-up testing.

All employees in safety sensitive positions shall be randomly tested using Contractor's internal program as approved by FTA.

Liquidated Damages

Due to the nature of the services to be rendered, the Contractor and County agree that it is extremely difficult to ascertain actual damages that may result from failure on the part of the Contractor to perform any of its contractual obligations hereunder. Therefore, the Contractor's liability shall be limited to and fixed at the sums stated in this section, as liquidated damages. The parties hereby agree that the damages are not being assessed as a penalty.

Liquidated damages shall be assessed daily as they are identified. The assessed liquidated damages shall be sent to the Contractor for response. Once the response is received, a determination on chargeability is made by the County.

All liquidated damages that are not responded to by the Contractor within seven (7) days will automatically be charged to the Contractor. The decision by County is final with respect to any assessment of liquidated damages.

The County may rely on information supplied by the Contractor, by the public, by staff, or by any other means available in determining assessment of liquidated damages.

Liquidated Damages shall be imposed in the amount of \$10.00 per occurrence for each of the following:

1. Failure of the Contractor to continuously document complaints that directly comes into their office.
2. Failure of the Contractor to adequately respond to a complaint.
3. Failure of the Contractor to document a complaint into the system and the complaint can be verified through the phone system or other means.

Liquidated Damages shall be imposed in the amount of \$25.00 per occurrence for each of the following:

1. Failure to pick up a passenger in a wheelchair at a designated stop verified by a customer complaint or review of the camera system, unless the bus has exceeded its capacity
2. Failure of a driver to wear an approved uniform, or identification badge or if the uniform is being worn in an inappropriate manner.

3. Failure of the driver to accurately record the vehicle odometer reading when fueling a vehicle.

Liquidated Damages shall be imposed in the amount of \$50.00 per occurrence for each of the following:

1. Missing a one-way trip after the second trip in a given month.
2. Failure of the Contractor to submit a report, as required by County and as identified in the scope of services.
3. Failure of the Contractor to ensure that vehicles are brought in on time for their required maintenance,
4. Failure of the Contractor to maintain a productivity level above 1.4 passengers per revenue hour in a single month.
5. Failure of the Contractor to properly secure a passenger in a mobility device, including, but not exclusive of wheelchairs, prior to being transported on a vehicle.

Liquidated Damages shall be imposed in the amount of \$100.00 per occurrence for each of the following:

1. Failure of the Contractor to maintain adequate fuel in a vehicle, which causes the vehicle to run out of fuel while in revenue service.
2. Failure of the Contractor to report in a timely manner an accident or incident.
3. Failure of the Contractor to cause any dialysis patient to arrive to their treatment late three (3) times in thirty (30) days, or is not picked up within the thirty (30) minute window three times in thirty days.
4. Failure of the Contractor to pick up a passenger within the thirty (30) minutes of the scheduled pick-up time at a dialysis facility.
5. Failure of the Contractor to maintain of a log for each time a supervisor uses a fuel card.

Liquidated Damages shall be imposed in the amount of \$150.00 per occurrence for each of the following:

1. Failure of the Contractor to comply with the ADA requirements of this Agreement and federal, state or local law.

Liquidated Damages shall be imposed in the amount of \$250.00 per occurrence for each of the following:

1. Failure of the Contractor to report an accident involving a County owned vehicle or bus.

Liquidated Damages shall be imposed in the amount stated for failing to meet on-time performance requirements as follows:

1. Less than 80% = Unacceptable, assessment of \$500.00.
2. Less than 90% = Poor, assessment of \$250.00.
3. 90%-96% = Acceptable. No Assessment.

On-time performance is defined as 0 minutes early to 5 minutes late per arrival at a time point, unless otherwise adjusted by the County.

In the event liquidated damages are imposed by County, the Contractor may have the right to recover, at the discretion of the County, any sums assessed against it as liquidated damages by demonstrating either:

1. The Contractor had met the applicable service standard and/or that the Service had been delivered in accordance with the Contract.
2. The event which resulted in a liquidated damage assessment was caused by or attributable to mitigating circumstances beyond the Contractor's control. The Contractor shall not be held responsible for failure to provide on-time service due to accidents not involving County vehicles, unusual weather or traffic conditions, unavoidable vehicle malfunctions (such as flat tires due to unavoidable road hazards), or naturally occurring disasters, if sufficient documentation is provided to County.

Failure to assess liquidated damages in any circumstance does not negate or abridge the County's right to assess such damages in the future.

County Responsibilities

The County will be responsible for the following aspects of the fixed route, paratransit and non-emergency stretcher service program:

- Setting service policies and standards and communicating these to the Contractor who will communicate them to the customers;

- Providing public information to the community.
- Reviewing customer no-shows and late cancellations and implementing any suspensions of service;
- Reviewing service incidents involving customers and determining any conditions or suspensions of service to be imposed;
- Setting the maximum number of vehicle-revenue-hours to be operated by the Contractor;
- Reviewing the run structure, scheduled runs, and subcontracted runs to determine if additional vehicle-hours are needed to meet all trip requests;
- Reviewing the run structure and vehicle productivity to ensure that resources are used efficiently before additional vehicle-hours are authorized;
- Providing funding to support the authorized level of service capacity;
- Providing any MDTs and AVL technologies to be used;
- Providing the Contractor with sufficient licensed copies of the Route Match software system to allow for efficient service operations;
- Purchasing annual support and maintenance services for Route Match systems;
- Maintain appropriate parameter settings within the Route Match system, responding to Contractor requests for parameter adjustments, and working with the Contractor to fine-tune parameter settings;
- Monitoring the performance of the Contractor and assessing performance issues.
- The County shall service, maintain and repair revenue and non-revenue service vehicles (including fare boxes, head signs, radios, cameras, vehicle AVL equipment and other bus-related equipment).

Services provided by the County shall meet or exceed the general standards prevailing within the transit industry, and shall, at a minimum, meet the specific requirements described herein, and those of the bus manufacturers.

Preventative maintenance will be performed at regular intervals necessary to keep the vehicles in a safe and reliable condition. The County shall not defer maintenance for reason of shortage of maintenance staff or operable buses, nor shall service be curtailed for the purpose of performing

maintenance. The County, at its sole cost and expense, shall provide all lubricants, repairs, supplies, labor, maintenance, major components, and component rebuilding and replacement, required for the operation of all equipment pursuant to this contract.

The County shall be fully responsible for the safe and efficient maintenance of all vehicles, fareboxes, passenger counters, cameras, MDT's, audio and visual components, and all other equipment to be used to perform this contract in strict conformity to manufacturers requirement.

The County shall have the right through its authorized representatives to communicate directly with the Contractor's drivers either personally, by cellular phone, or by radio during hours of bus service operation to obtain general operational information, including but not limited to: passenger loads, location of bus, passenger complaints, emergency situations, general road or weather conditions, on-time performance, and lost and found items.

SUBMITTAL REQUIREMENTS

THIS LIST IS NOT INTENDED TO BE ALL-INCLUSIVE OF THE SUBMITTAL REQUIREMENTS CONTAINED WITHIN THIS DOCUMENT OR THE RFP. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR INSURING THAT ALL REQUIRED SUBMITTALS HAVE BEEN PROVIDED TO THE COUNTY.

1. Provide an overall organizational chart showing the level of staffing required for meeting the requirements of the proposal for start-up and ongoing operations for the service proposed. This chart shall include the following information:

a. The General Manager shall be identified and a detailed resume shall be furnished in the respondent's proposal. This person shall be available to be interviewed by the Proposal Evaluation Team.

b. The Contractor shall provide their proposed road supervisors staffing levels.

c. The Contractor shall provide a list of all personnel positions who will be computer fluent, the computer programs/applications in which they will be fluent, and how individuals in these positions shall be adequately trained to ensure uninterrupted performance of duties and responsibilities as expected by County.

d. Provide job descriptions and numbers of individual managers, supervisors, and operators that are responsible for the daily on-street operation.

e. Provide the work schedule for dispatchers and road supervisors required to ensure coverage during all hours of revenue service.

- f. Provide the processes and staff that will be used to address complaints.
 - g. Provide a detailed transition plan and schedule to assume the operation of the system. This should include all activities necessary for the smooth operation of the fixed route and paratransit services.
 - h. Provide the detail the experience of all key staff with the Route Match software and Crystal Reports as part of their submittals.
 - i. Provide the hourly wage and/or salary to be paid for each position in order to demonstrate a realistic business plan for the Lake County market
2. Provide, for County comment and approval, customer service standards that Contractor expects their employees to uphold while on duty and when providing customer service. Contractor shall further describe how employees will be trained and held to these standards during the course of employment.
 3. Indicate where the Proposer's current local office is located and, if there is no local office (within the service area), explain how you propose to effectively meet the requirements of this request.
 4. Detail the exact two-way voice radio communications system that will be provided. Information about the maintenance and serving arrangement must be detailed in the Proposal. The two-way communication system shall not be based on cell phones, or Nextel-type phones unless such request is made in writing as part of this proposal.
 5. The Contractor shall describe the strategy for implementing service that meets County requirements, including procedures to ensure quality service delivery, road supervision, and emergency and incidents procedures that will be utilized by the Contractor.
 6. Describe the methodology that Contractor will use to ensure quality control of the on-street operation. The described methodology shall include, but not be exclusive of, proposals for maintaining on-time performance, ensuring the provision of excellent customer service, addressing customer complaints, preventing and addressing vehicle and passenger accidents/incidents, acceptable vehicle appearance, effective management, maintaining employee morale and sense of teamwork, and resolution of on-street issues.
 7. Provide a sample list of activities/projects/programs that Contractor believes should be included that have been omitted.
 8. Provide a sample, comprehensive "Drivers Manual" that would address the following in detail:
 - a) Driver Qualifications (job description, training requirements, evaluation /discipline process, licensing requirements, minimum guidelines for performance, etc.);

- b) Driver Duties (including pre & post trip inspections, marketing/outreach support, dress code, incident/accident reporting, mileage and hours reporting, and passenger counts, etc.);
 - c) General Rules and Policies (work rules, personnel policies including absenteeism and extra-board procedures, procedures such as transfers and fare collection, procedures for taking vacation/sick time, employment agreements, substance abuse awareness, employee benefits/assistance program, traffic/safety rules, late/missed trip policies, procedures for communication between operators and management on new operational policies, any other topic required by local, state or federal laws/regulations such as announcing stops);
 - d) Vehicle Orientation (Standard Operating Procedures including public address system, electronic head-signs, wheelchair lift operation, kneeling, radio/communication procedures, safety policies while on duty on County property and in vehicles, driving theory on defensive driving and accident/incident avoidance, disability awareness/sensitivity and methods for assisting passengers with disabilities, and all other policies/procedures critical for the efficient and safe operation of County equipment.)
 - e. Describe procedures as to how Contractor will handle accident/incident investigations and reports of same.
 - f. One copy of the Drivers Manual must be included.
9. Provide a table that:
- a) demonstrates your awareness and understanding of the standards,
 - b) strategies for meeting the standards, and
 - c) measures you would use to gauge your progress towards meeting the standards.
10. Provide a list of all technology hardware and software the contractor would use for delivering services and managing operations, and describe how the specified technology would:
- a) Contribute to the efficiency and effectiveness of the system,
 - b) Minimize operating costs,
 - c) Improve performance reporting to County
 - d) Enhance the customer experience,
 - e) Maximize employee productivity, etc.
11. Describe the contractor's proposed procedure for handling transportation requests from the time a customer contacts the Operator's office with a needed trip. Provide a detailed Routing

Plan which describes procedures employed from the time of pickup until the customer reaches their destination and then returns back to the point of origin including transportation of children and proposed car seats available in compliance with Florida State law.

a. Describe how coordination of transportation will be implemented to meet the needs of the intended users in the specified service area.

b. Identify how scheduling of weekend ADA trips will be handled as part of the proposal.

12. The Contractor is responsible for identifying in their proposal (and implementing in its operations) service practices and procedures, not specifically mentioned in this RFP, that it deems necessary to ensure the utmost safety in the operations of LCPTD services

13. The Contractor's safety record shall be evaluated based on the following:

a. Overall company safety record in public transportation fixed route and paratransit services. Please provide the accident/incident rate in accidents/incidents per 100,000 miles.

b. The safety record (accident/incident rate) of at least three (3) of the Contractor's previous or current public transportation contracts that compare in size and complexity to the services being proposed. The provided safety records shall also include a list of any insurance claims valued over \$25,000 that was paid by the Contractor.

14. The contractor shall list all modules of training for all positions and time allotted for each module, qualifications of trainers, and certifications for successful completion of training. Also, list any and all ongoing training which will be used.

a. Please provide a calendar of classes showing how the minimum hours of operator training requirement will be met.

b. Submit a sample of the behind-the-wheel program content in outline form.

c. Indicate the number of instructors that will be required to complete start-up and ongoing training, both classroom and behind-the-wheel instruction.. Indicate which of the Contractor's instructors are local and familiar with the geographic area of County and routes proposed.

15. The Contractor shall provide a summary of their emergency response plan for Hazardous Materials for both the operational facility site and on-street incidents.

16. Contractor shall develop, implement and maintain formal procedures to be used by road supervisory personnel. Samples of procedures shall be submitted to the County as part of the Contractor's proposal.

17. The Contractor shall provide their drug policy complying with federal and state laws relating to drug testing and drug education to maintain a drug-free workplace.
18. The Contractor will detail how schedulers will be trained to use the Route Match scheduling program to schedule demand response trips and track data, as required by County in the most efficient manner that will maximize productivity and/or service quality.
19. The Contractor shall provide documentation of their training program designed to meet the FTA Security Awareness Training.
20. Contractor must detail training provided to operators who are designated to operate services for special needs persons for County.
21. The Contractor shall provide their proposed procedures for Vehicle Breakdowns. The procedure should describe:
 - a. Continuation of transportation service on time and as scheduled when a trip is interrupted by a vehicle breakdown or accident/incident.
 - b. The proposed notification procedures employed in the event of an accident / incident, vehicle malfunction, or no-show.
 - c. The proposed process for responding to, investigating, and taking corrective actions when an accident/incident occurs or when there is a vehicle breakdown.

Exhibit A

County's Current Inventory of Vehicles Used to Support the Subject Services